FAIRFAX COUNTY
VIRGINIA

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

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JUN 11 2003

European Karate Inc.
DBA Dietrich Karate Studios
6025-E Burke Centre Parkway
Burke, Virginia 22015

Attention: Michael Dietrich, CEO

Subject: Acceptance of Contract Award

Reference: RQ04-676105-14B; Martial Art Classes and Camps

ACCEPTANCE AGREEMENT

Contract RQ04-676105 -14B is made to European Karate Inc. for Martial Art Classes and Camps from the date of award through July 31, 2008 or expenditures up to $49,999.00, in accordance with:

1) This Acceptance Agreement;

2) The terms and conditions of the informal RFP;

3) Personal/Individual Service Contract

4) The Attachment I;

5) This contract hereafter shall be known as RQ04-676105-14B

Other representations:

This is not an order; Purchase Order or other notice to proceed will follow. All prior representations and additional or inconsistent oral or written statements are superceded, null and void. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at fairfaxcounty.gov/dpsm/contracts.htm.

County Purchasing Agent:

Cathy Muse

Cathy Muse, CPPO

RC04-676105.14B
Contract Number

Personal / Individual Services Contract
For FCPA Camps and Classes

This contract is entered into this 28th day of April, 2003 by and between Fairfax County Board of Supervisors, (hereinafter called "Fairfax County") **European Karate Inc. DBA Dietrich Karate Studios** (herinafter called "Contractor").

THE PARTIES TO THIS CONTRACT ARE MUTUALLY AGREED THAT:

1. Fairfax County engages the Contractor to provide the following personal / individual services: **Martial Arts Classes**

2. Period of Contract: The initial period of this contract shall be for ~~twelve~~ 60 months from date of award. Service shall be provided in accordance with the dates listed on Attachment I. This contract may be renewed at the expiration of its term by agreement of both parties. ~~Such renewal shall be for up to one, one-year period,~~ or up to $49,999.00 in expenditures to Contractor, whichever comes first; or less, if agreeable to all parties. Notice of intent to renew will be given to the Contractor in writing by the County Purchasing Agent, normally 60 or more days before the expiration date of the current contract. (This notice shall be deemed to commit the County to a contract renewal.)

3. Availability of Funds: It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void, effective July 1 of the fiscal year for which such approval have been denied.

4. Time of Performance: The Contractor's services will be in accordance with dates and times as listed on Attachment I. Dates and times of service are subject to change due to program changes and/or enrollment levels. Fairfax County reserves the right to cancel camps and / or classes with 14 days notice, when minimum enrollments as defined in Attachment I are not met.

5. Compensation: Fairfax County agrees to pay the Contractor in the amounts as noted in Attachment I. As the Contractor is not a bona fide County employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor. The unit prices shall remain firm for the first year of classes and / or camps. Thereafter, if the Contractor wishes to increase the unit prices, the request must be made in writing to John Berlin, Program Section Manager. Due to ***Parktakes*** deadlines, any price changes must be mutually agreed to (in writing) at least seven months prior to the first day of the upcoming class and / or camp session. Any approved price increases shall remain firm for at least 365 days.

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6. Most classes and camps are advertised in ***Parktakes*** at $10.00 above the Contractor's total fee. This $10.00 fee is deducted from the tuition of participants who register prior to a certain date and is called an "early registration" discount. For those who register after this date, 100% of each $10.00 fee collected goes solely to FCPA.

7. Method of Payment: Fairfax County will issue a purchase order for all upcoming classes and / or camps, usually on a quarterly basis. The Contractor shall issue an invoice for services rendered based on actual enrollment and the unit prices as listed in Attachment I. The invoice shall contain the following information:
   a. Contractor's company name and federal tax identification number
   b. Remit to address
   c. Purchase Order Number
   d. Dates of service
   e. Class and /or camp name
   f. The itemized costs (ie: number of students times the unit price)

   Invoices may be submitted following the completion of each class and / or camp session. Invoices will be paid **Net 15 days** from **receipt** of a properly completed invoice.

8. Termination of Contract: This contract may be terminated by either party, with or without cause at any time prior to the expiration date specified in Paragraph 2 of this contract, by giving 30 day's notice in writing to the other parties.

9. Prohibition Against Contingent Fees: The Contractor warrants that he/she has not employed any company or person other than a bona fide employee working for the Contractor to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, or corporation, individual or firm, other than a bona fide employee working solely for the Contractor any favor, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this or any other agreement. In the event of breach of this provision, the County shall have the right to terminate this or any other agreement with this firm or individual without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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10. Project Audits: The Contractor shall maintain adequate records in such a manner that they may be audited in progress and upon completion of the project. A simple ledger sheet showing disbursement by line item is preferred. The auditor will need access to the following documents during this audit:

    a. All paid vouchers including those for out-of-pocket expenses, and other reimbursements supported by invoices, including Contractor copies of Periodic Estimate for Partial Payment;
    b. Ledgers;
    c. Cancelled Checks;
    d. Deposit Slips;
    e. Bank Statements;
    f. Journals, if any;
    g. Copies of all contracts and copies of any contract amendments;
    h. Insurance Documents;
    i. Payrolls;
    j. Time Sheets.

11. Indemnity: Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees, and volunteers, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may or otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result of the Contractor or his employees, of the subcontractor of his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

12. Insurance: Within 30 days of contract award, but prior to the first day of classes and /or camps, the Contractor shall provide a Certificate of Insurance that lists Fairfax County as "Additionally Insured" and provides the County with 45 days notice of any changes to or cancellation of insurance. The Contractor shall maintain General Liability insurance in the minimum amount of $1,000,000 per occurrence / aggregate. If an "ACORD" insurance certificate form is used by the Contractor's insurance agent, the following words shall be deleted from the "Cancellation" paragraph: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

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13. The Contractor shall provide the following in support of this contract:
    a. All necessary supplies and equipment for class and /or camp operation.
    b. FCPA approved adult staff to student ratios, minimums specified in Attachment I.
    c. Staff that is at least 18 years of age and is CPR/First Aid certified.
    d. Proof of insurance (see paragraph 12)
    e. Upon request, provide copies of records and files for Criminal Background Checks.
    f. Invoice for each class and / or camp session
    g. Notification to parents two weeks prior to class and /or camp if that session is cancelled.
    h. Notification of class and / or camp enrollment and information prior to start of the program in the form of a parent handbook of policies and specific forms needing to be completed.
    i. Return parent phone calls within 24 hours to maintain good rapport with patrons.
    j. Staff who maintain a neat class and /or camp area and remove trash.
    k. Where applicable, an inclement weather plan which shall be distributed to parents and to FCPA's Program Section.
    l. In some cases, each student may be entitled to certificate, a t-shirt, or other souvenir type item. If so, this will be indicated on Attachment I.
    m. In the event of extreme emergency, the Contractor is responsible to provide continuous supervision of participants until FCPA decides it is safe to disperse.

14. Fairfax County Park Authority (FCPA) will provide the following:
    a. FCPA Policies and Procedures and standards set by Virginia Department of Social Services
    b. Advertisement in ***Parktakes*** quarterly magazine
    c. Staff to handle patron inquiries, registrations, and tuition collection for all classes and /or camps.
    d. In some cases, FCPA will provide at no additional charge, an FCPA indoor or outdoor facility. In cases where FCPA is providing an outdoor facility, there may be a charge to the Contractor for use of an indoor facility during inclement weather. If applicable, see Attachment I for details.
    e. If FCPA is providing an FCPA facility, FCPA will provide staff orientation and training on standard operating procedures for all classes and /or camps operated by or on the property of FCPA.

15. Satisfaction Guaranteed: The Contractor agrees to allow Fairfax County to make refund decisions or to make other accommodations for students in order to maintain customer satisfaction. In cases where refunds to a student(s) is made, the Contractor will not be paid for that individual student.

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16. Evaluations: During sessions, FCPA may place student evaluators in camps and classes for the purpose of ensuring quality and compliance with contract provisions. Evaluators will be enrolled anonymously and will be revealed only after completion of the session. The Contractor shall allow up to one evaluator per quarter at the discretion of FCPA, and FCPA will not be charged for the Contractor's fee for these evaluators. Any materials fees will be the responsibility of the evaluator.

17. Criminal Records Background Check: The Contractor agrees to conduct Criminal Background Records checks through the State Police and Child Protective Services (CPS) for all employees who are providing instruction for Fairfax County Park Authority activities and are responsible for the health, welfare, and safety of the mentally or physically disabled, minors, elderly, or other persons unable to care for themselves.

18. This contract and all terms and conditions herein set forth are subject to the law of Virginia and other local laws, policies, resolutions, and regulations, as applicable.

ACCEPTED BY:

Contractor CEO DIETRICH KARATE STUDIOS	Date 4/28/03
Director of FCPA Park Services Division	Date 5/22/03
Cathy A. Muse, CPPO Director/County Purchasing Agent	Date 6/11/03

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ATTACHMENT I

Class or camp name: **Martial Arts Classes**
Location of classes: 6025-E Burke Center Pkwy., Burke, VA 22015
Is this location a Park Authority or Contractor owned location? Vendor-provided
Dates: Quarterly during FCPA sessions
Time of day: Varies by class
Number of weeks in session: 12 weeks

Proposal	Fairfax County Title
Karate for Little Ninjas	Little Ninjas
Ultimate Bodyshaping Course	Ultimate Bodyshaping
Dietrich's Karate for Kids (6-12)	Tae Kwon Do I
Dietrich's Karate for Families (6-Adult)	Tae Kwon Do (All Levels)
Dietrich's Karate for Adults (13-Adult)	Tae Kwon Do I
Dietrich's K-BO (Kickboxing Fitness)	Kick Punch Sweat / Target or Non-target
Kicknastics for Beginners 6-12 (Level I)	Kicknastics for Beginners 6-12 (Level I)
Kicknastics for Beginners 6-12 (Level II)	Kicknastics for Beginners 6-12 (Level II)
Others by mutual agreement with FCPA	

Ratio: 1 instructor per 10 students
FCPA is charged only for students who actually participate in activity (not prior estimate)
Classes will be offered in each of the four quarters (summer, fall, winter, spring).
Each class will meet one time per week for 45 minutes per class.
Contract Fee: Classes will be contracted to FCPA at the fee of $100 for a 12-week session.
Advertised Fee: Classes will be offered to the public at the fee of $110, tuition + $10.00 to cover early registration, if applicable.
Of contract fee, 35% (thirty-five percent) will go to FCPA.
Of contract fee, 65% (sixty-five percent) will go to the Contractor.
Minimum number of students allowed for each class: 1 (one).
Maximum number of students allowed for each class: 20 to 50 depending on the class.
Inclement Weather: Contractor will follow the FCPA inclement weather plan.
Costs: Students will not be required to pay for belt testing or other fees to complete the class.
Equipment: All equipment, permits, fees, safety gear, supplies necessary provided by Contractor. Each student receives a startup kit that includes a uniform or gloves or other startup products based on their class.

Contractor CEO. DIETRICH KARATE STUDIOS — Date 4/28/03

Director of FCPA/Park Services Division — Date 5/21/03

Cathy A. Muse, CPPO — Date 6/11/03
Director/County Purchasing Agent

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