REQUEST FOR PROPOSAL
FOR
Community Center Preschool Programs

CITY OF HUNTINGTON BEACH
COMMUNITY SERVICES DEPARTMENT

The City of Huntington Beach is soliciting proposals in order to identify qualified instructors and/or businesses interested in operating preschool programs to be advertised in the SANDS Community Services Guide. The Huntington Beach Community Services Department has two locations, Murdy and Edison Community Centers, where there is a need to offer programs for children ages three to five years. The objective of this Request for Proposal is to award up to two (2) agreements to individuals, businesses and/or non-profit entities to operate preschool programs at two (2) City locations. The term of each agreement shall be two (2) years. This opportunity is to provide safe, enjoyable and high-quality preschool programs at reasonable prices to the public. The awarded agreements will commence in the winter session of 2018.

RFP Released on 10-11-2017
Community Center Preschool Programs
REQUEST FOR PROPOSAL (RFP)

1. BACKGROUND

The City of Huntington Beach, Surf City USA®, is located in southern California, approximately 40 miles south of Los Angeles. The Huntington Beach Community Services Department provides outstanding programs, services and facilities to enhance and enrich the lives of our residents and visitors. The SANDS Community Services Guide is distributed to 80,000 residences within the City of Huntington Beach. Classes and camps offered for profit at a City park, beach or facility must be authorized by the Community Services Director per HBMC 13.48.100.

The incumbent independent contractor is currently operating the preschool programs at both Edison and Murdy Community Centers, and will not be renewing her contract after the completion of the fall 2017 session. This RFP may result in awarding one agreement per site (total of two independent contractors), or one agreement/independent contractor to operate preschool programs at both sites.

The winter 2018 session is scheduled to begin January of 2018. Due to the timing of the SANDS production schedule, and the need for continuity of programming, the City will schedule and advertise the winter 2018 session as attached in exhibit A. The resultant agreement(s) will require the retained instructor/business to offer classes as shown in exhibit A. Beginning the spring 2018 session, instructor/business will advertise and price the program as awarded per this RFP.
2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

- Release of RFP: October 11, 2017
- Deadline for Written Questions: October 20, 2017
- Responses to Questions Posted on Web: October 26, 2017
- Proposals are Due: November 3, 2017
- Proposal Evaluation Completed: November 17, 2017
- Interviews (Tentative): November 28-30, 2017
- Approval of Contract: December 14, 2017

3. SCOPE OF SERVICES

The resultant agreement between the City and the retained instructor/business shall be reviewed, signed, submitted and approved prior to inclusion into the SANDS Community Services Guide. Requirements are detailed in the Independent Contract Agreement for Recreational Class Instructor. Please see attached exhibit B.

Program Guidelines:

Both community centers have a multi-purpose room, which is designated for preschool programming Monday through Friday, between the hours of 9:00 a.m. and 12:00 noon. The City is looking for a program that will continue to provide children a safe, positive environment where they can learn and grow through play and socialization. While new and innovative approaches are welcome, City staff has found over the years that the current structure and age breakdown have been successful. Below is how the current session is listed in the SANDS.

**Wee Folk Preschool**
A program designed to keep your child active, involved and playing with others. Tots will explore music, rhythm, arts, motor skills, and more. A fun-filled morning of social development and self-esteem builders. **MUST BE THREE YEARS OLD BY 9/1/2017 AND POTTY TRAINED. Supply fee of $25 payable at first class. (You may sign up for both sessions.)**

Public school holidays will be observed.

<table>
<thead>
<tr>
<th>Program Code</th>
<th>Age</th>
<th>Days</th>
<th>Time</th>
<th>Center</th>
<th>Start</th>
<th>End</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>430603-2A</td>
<td>3 yrs</td>
<td>Tu, Th</td>
<td>9am - 12pm</td>
<td>Edison Community Center</td>
<td>9/12</td>
<td>11/9</td>
<td>$245</td>
</tr>
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<td>Tu, Th</td>
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<td>Edison Community Center</td>
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<tr>
<td>430603-1A</td>
<td>3 yrs</td>
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<td>9am - 12pm</td>
<td>Murdy Community Center</td>
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This class provides an opportunity for social, physical, emotional, and language development through arts, music, science, story time, and more. We reinforce a positive self-image and make school a fun experience. Must be 4 years old by 9/1/17. Supply fee payable of $30 payable first class session. Public school holidays will be observed.

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Age Range</th>
<th>Days</th>
<th>Time</th>
<th>Schedule</th>
<th>Fee</th>
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<tr>
<td>430607-2A</td>
<td>4-5 yrs</td>
<td>M,W,F</td>
<td>9am - 12pm</td>
<td>9/11 - 11/8</td>
<td>$330</td>
</tr>
<tr>
<td>430607-2B</td>
<td>4-5 yrs</td>
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Edison Community Center
430607-2A 4-5 yrs M,W,F 9am - 12pm 9/11 - 11/8 $330
430607-2B 4-5 yrs M,W,F 9am - 12pm 11/13 - 1/26 $330

Murdy Community Center
430607-1A 4-5 yrs M,W,F 9am - 12pm 9/11 - 11/8 $330
430607-1B 4-5 yrs M,W,F 9am - 12pm 11/13 - 1/26 $330

Site Information:

Edison and Murdy Community Centers are extremely similar in design. Listed below are amenities at both sites:
- multi-purpose classroom, just under 1000 square feet in size
- inside and outside restrooms, both accessible to the public during open hours
- tables and chairs suitable for preschool students
- ample storage space available for instructor supplies (instructor/business is required to supply all equipment/materials necessary for programming)
- adjacent kitchen for warming and refrigerating food
- enclosed outdoor patio area
- adjacent public park with amenities such as tot lot equipment, picnic shelter/benches, open space, sports fields/courts, etc.

Edison Community Center
21377 Magnolia Street
Huntington Beach, CA 92648
714-960-8870

Murdy Community Center
7000 Norma Drive
Huntington Beach, CA 92647
714-960-8895

4. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on a basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. A site visit to bidder’s current operation may be included as part of the evaluation process. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative
importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

- Ability to meet the requirements of the contract attached;
- Qualifications and past experience operating preschool programs for a governmental agency;
- Thoroughness of application;
- Experience in conducting high quality and successful programs of similar size and scope to those proposed and as verified by references;
- Programs that demonstrate a commitment to providing a unique and high-quality participant experience;
- Programs that demonstrate an understanding of and commitment to ensuring the utmost in classroom and the safety of all students in the program;
- Programs that emphasize important aspects of positive early childhood development.
- Affordability of proposed participant fee;
- Participant satisfaction;
- Past performance with the City of Huntington Beach, if applicable, including but not limited to compliance with rules, guidelines, and other permit requirements.

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City’s opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

5. PROPOSAL FORMAT GUIDELINES

Interested instructors/businesses are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

**Applying for Multiple Sites** – Applicants applying for both sites will need to submit a packet for each Community Center.

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the bidder’s response:

**A. Experience and History:**
- Describe your experience developing, managing and/or operating preschool programs as proposed, including the number of years experience.
- Certifications, credentials and professional affiliations
- Operation locations
- Partnerships
e. Program specialty
f. Student enrollment over the last three years
g. Staffing model, job descriptions, and organizational chart

B. Operations Plan: Describe your proposed plan for each activity:
   a. Goals and objectives
   b. Activity description
   c. Structure and daily activities
   d. Focus and breadth of activities
   e. Unique elements of the activities (field trips, special presentations, foreign language instruction or specialized customer service)
   f. Maximum and minimum student enrollment for each age group
   g. Understanding of City’s operations that include collecting all registration, contractor payment, etc.

C. Health and Safety Plan: Describe your ability to ensure the security and safety of participants:
   a. Emergency response plan, including parent notification process
   b. Youth drop-off and pick-up process
   c. Youth restroom breaks
   d. First aid, CPR, or other safety certification requirements
   e. Training of staff
   f. Out of classroom safety practices
   g. Instructor to participant ratio

D. Outreach & Marketing: Describe your plan to recruit participants. Include examples of any marketing materials, including website, social media, etc.

E. Fee Proposal:
   Provide a sample schedule and a breakdown of fees per class session for each class proposed.
   At a minimum, the instructor must accept and submit the following fee split.
   70% commission to the instructor per registration fee
   30% commission to the City per registration fee
   The instructor will receive the set percentage of each class registration fee minus an administration fee currently set at $6.00. The administration fee is assessed on each registered participant per class session.

   All proposers may submit an alternative fee split from this minimum. The $6.00 administration fee is non-negotiable.

F. Three (3) Letters for References for whom the RFP proposer has performed similar services. Provide a brief synopsis of services performed, and contact information for each reference. Emphasis will be placed on references that are government entities. The City reserves the right to contact any references provided.
EXHIBIT A
**Wee Folk Preschool**
A program designed to keep your child active, involved and playing with others. Tots will explore music, rhythm, arts, motor skills, and more. A fun-filled morning of social development and self-esteem builders. MUST BE THREE YEARS OLD BY 9/1/2017 AND POTTY TRAINED. Supply fee of $25 payable at first class. Public school holidays will be observed.

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EXHIBIT B
INDEPENDENT CONTRACTOR AGREEMENT
INSTRUCTOR FOR COMMUNITY SERVICES CLASS

INSTRUCTIONS FOR COMPLETING AGREEMENT PACKET

Please ensure the following documents are completed and/or enclosed with your executed Agreement:

1. Original signed Agreements (a fully executed original Agreement will be mailed to you for your records after processing).
2. On Page 3, initial the appropriate statement regarding use of Representatives.
3. On Page 12, sign, date, and complete the requested information.
4. Include a copy of your valid City of Huntington Beach Business License.
5. The City pays Independent Contractors electronically. You must complete and return with the Agreement Packet a “Direct Deposit Authorization Form” as provided by the City.
6. Include a W-9 Request for Taxpayer Identification Number and Certification Form.

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Items below only apply if entering this Agreement as a Corporation, LLC or with a Fictitious Business Name (“DBA”):

1. If the contractor is a corporation or limited liability company (Cal. Corp. Code § 17154) (includes any nonprofit corporation), two (2) officers of the corporation (on the Board of Directors) must sign the contract. (Corp. Code § 313.) One officer from column A and one officer from column B must sign.

   A.
   Chairman of the Board
   President
   Any Vice President

   B.
   Secretary
   Any Assistant Secretary
   Chief Financial Officer
   Any Assistant Treasurer

   If the corporation cannot provide the above signatures, it may have one officer sign only if an authorizing resolution from the Board of Directors is also provided.

   If the limited liability company has members/ managers as opposed to officers, two manager/ members must sign or one manager/ member may sign if the articles of organization are provided stating that such member has authority to execute documents on behalf of the company.

2. If the contractor is a general partnership, the signature of any general partner is sufficient to bind the corporation unless the City knows that a particular partner has no authority to act for the partnership. (Corp. Code § 15009 and § 15010.)

3. If the contractor is a limited partnership, the signature of the general or managing partner is sufficient to bind the partnership. (Corp. Code § 15509).

4. If the contractor is a sole proprietorship, the signature of the owner is sufficient to bind the business.

5. If the contractor is a trust, the trustee may sign and a copy of the trust document evidencing authority to sell must be attached.
INTENTIONALLY LEFT BLANK
INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE CITY OF HUNTINGTON BEACH AND
INSTRUCTOR FOR COMMUNITY SERVICES CLASS

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and an individual or company, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY desires to engage CONTRACTOR to provide a recreational class as indicated in the quarterly HB SANDS Community Services Guide or as negotiated in writing with a Recreation Supervisor,

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

1. **TERM.** The term of this Agreement shall commence on the Effective Date, and shall terminate on 1/1/2018, unless terminated earlier as provided herein.

2. **COMPENSATION.**
   2.1 CITY will process CONTRACTOR payment the Monday following the last class meeting. Payment will be received within 10-21 business days after the last class meeting. CITY shall pay CONTRACTOR an amount equal to Seventy Percent (70%) for the amount of the total enrollment fees collected, minus the Six Dollar ($6.00) per person administration fee for each Class session.
   2.2 CITY shall pay CONTRACTOR electronically. CONTRACTOR shall be responsible for ensuring an up to date “Direct Deposit Authorization Form” is on file with CITY.

3. **DUTIES OF CITY.**
   3.1 Registration. CITY shall register all participants and shall collect all enrollment fees. CONTRACTOR shall not accept enrollment fees directly from a participant unless CITY approves, in advance and in writing, the acceptance of enrollment fees by CONTRACTOR. CONTRACTOR shall only collect material fees that are pre-approved by CITY and published in advance in the HB SANDS Community Services Guide.
2

Services Guide, hereinafter referred to as “SANDS.” Such material fees shall be collected by CONTRACTOR at the first Class meeting.

3.2 Publicity. CITY shall provide publicity for the Class in SANDS (published on a quarterly basis). CITY shall have the sole discretion regarding the Class and CONTRACTOR information published in SANDS. Publicity may also include flyers created by CITY or CONTRACTOR. CONTRACTOR-created flyers must be approved in writing by CITY before distribution.

3.3 Class Facility. CITY shall provide a location for the Class without charging CONTRACTOR any rental fees, unless otherwise agreed by the parties. CONTRACTOR will request dates and times for the Classes. CITY will inform CONTRACTOR of facility availability. It is CONTRACTOR’s sole responsibility to request these dates/times; CITY will not schedule CONTRACTOR’s Classes.

3.4 Refund Processing. CITY shall provide refunds to participants as follows:

3.4.1 Full refunds/credits are available for classes that are cancelled. All other withdrawals are subject to a Six Dollar ($6.00) processing fee for each class session.

3.4.2 Requests for refunds/credits after the start of any program are contingent upon CITY approval. Refunds will be assessed a $6.00 processing fee and will be prorated based on the number of classes held.

3.4.3 Credit card transactions will be refunded to the same credit card used for enrollment. Cash or check transactions may receive a refund in the form of a City issued check.

3.4.4 Refunds are not available for workshops without a two-day notice. Refunds are not available for special events or classes that have concluded, unless approved by Supervisor due to extenuating circumstances.

3.5 Class Roster, Sign-Out and Attendance Sheets. CITY shall provide Class rosters, attendance sheets, and sign-out sheets to CONTRACTOR (upon request).

4. CONTRACTOR DUTIES.

4.1 Contractors. Any CONTRACTOR, subcontractor(s), representative(s), volunteer(s) or employee(s) (collectively “Representatives”) who will be teaching the
Class or assisting in teaching the Class must be 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 legal requirements for all Representatives. CONTRACTOR will furnish the necessary personnel to provide the Program or Classes as outlined in the SANDS and memorialized by this Agreement.

4.2 Representatives. CONTRACTOR shall provide 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).

4.2.1 Representative Approval Form. Attached as Exhibit A, and incorporated herein by reference, is the Representative Approval Form (“Form”). Each CONTRACTOR Representative is required to obtain the written approval of the CITY 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 CITY completed information on Form 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.

4.2.2 Please initial the statement that applies:

☐ I will not be using Representatives.

☐ I will be using Representatives. Any completed and approved Form shall be incorporated herein by reference. I shall not authorize any Representative to provide services pursuant to this Agreement unless and until the Community Services Director has approved in writing the completed Form for that individual Representative.

4.3 Subcontracting. CONTRACTOR shall not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from CITY. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.
4.4 Supplies/Equipment. CONTRACTOR shall be responsible for providing all class supplies, equipment, personnel and materials, at CONTRACTOR’s sole expense. CONTRACTOR shall also be responsible for repairing, cleaning and maintaining all equipment and supplies. All CITY equipment should be left clean and in good working order.

4.5 Class Size. CONTRACTOR shall determine the minimum and maximum number of participants required for each Class to ensure the quality and 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 SANDS unless CONTRACTOR cancels the Class a minimum of three (3) business days prior to the start date. If the minimum number of participants is met or exceeded, the Class shall 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 shall be taken under consideration and negotiated between CITY and CONTRACTOR.

4.6 Cancellation Policy. In the event of an approved cancellation, CONTRACTOR shall be responsible for contacting CITY so that all registered participants may be notified of cancellation. In the event that the minimum number of participants is not met by the first Class meeting, the Class may be cancelled and CONTRACTOR may not be compensated for attending the first meeting or for any cancelled Class. CONTRACTOR shall not be obligated to provide any additional services in regards to the cancelled Class. If class(es) are canceled 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.

4.7 Absences. CONTRACTOR shall submit to CITY any planned absence with submission of quarterly SANDS Brochure Information Request form. In the event of absence due to illness and/or emergency, CONTRACTOR is required to notify CITY as soon as possible to determine next course of action.

4.7.1 CITY urges CONTRACTOR to arrange for a substitute Representative as needed. 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 and must have an authorized Representative Approval Form on file with CITY.
4.8 **Contact Information.** CONTRACTOR is required to notify CITY in writing of any name, address, telephone number, email, website or direct deposit payment changes within forty-eight (48) hours of such change.

4.9 **Emergency Evacuation.** In order to effectively manage in an emergency, it is necessary for CONTRACTOR to accurately document class attendance during each class meeting. CONTRACTOR is responsible to have completed attendance records in their possession during class time. In the event of an emergency that requires an evacuation, CONTRACTOR shall be prepared to account for each student using daily attendance records.

4.10 **Injuries or Damages.** Immediately report to CITY Staff, by phone or e-mail, any injuries as a result of Class participation; damages to the classroom or Program facility that could cause potential injury to a Class participant; other needed maintenance repairs; and with the assistance of CITY, complete an Incident and/or Emergency Report.

4.11 **End of Class.** Clear all participants from the designated Class area at the end of Class time. Leave the facility clean and ready for the next class. Avoid storage of personal equipment/supplies. Any such storage must be approved by facility Supervisor. Turn off any lights or other utilities, and close and secure the room or building at the end of each Class.

4.12 **Contractor Photo ID Badge.** CONTRACTOR and its Representatives are required to wear a CITY-provided Contractor Photo ID Badge at all times while engaging in services for CITY. Contractor Photo ID Badges are distributed upon execution or renewal of the Agreement with CITY. CONTRACTOR must notify the CITY within 48 hours of separation of Representative. Badges for Representatives no longer working must immediately be returned to the CITY.

4.13 **Other Requirements.** CONTRACTOR shall:

4.13.1 Cooperate fully with all reasonable requests from CITY staff;

4.13.2 Maintain the highest degree of participant safety possible;

4.13.3 Complete and return the quarterly “SANDS” Information Request” form requested by CITY if CONTRACTOR wishes to be a part of the marketing materials;
4.13.4 Know facility rules, regulations, and procedures and provide pertinent information (e.g., refunds, evacuation plan) to participants.

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 shall 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.

5.2 All notices, demands, requests or approvals from CONTRACTOR to CITY shall be addressed to CITY at:

City of Huntington Beach  
Community Services Department  
Attn: Community Services Manager  
2000 Main Street  
PO Box 190  
Huntington Beach, CA 92648-2702

5.3 All notices, demands, requests or approvals from CITY to CONTRACTOR shall be addressed to CONTRACTOR at the contact information provided on page 12 of this Agreement.

6. **INDEPENDENT CONTRACTOR.** The parties intend and agree that at all times during the performance of services under this Agreement, CONTRACTOR shall act as an Independent Contractor and shall not be considered an agent or employee of CITY. As such, CONTRACTOR shall have the sole legal responsibility to remit all federal and state income and Social Security taxes and to provide for its own workers compensation and unemployment insurance and that of its Representatives. 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.** Insurance coverage will be made available through the Southern California Municipal Athletic Federation (SCMAF) Recreation Insurance Program. If the project does not qualify for the SCMAF program, CONTRACTOR will provide coverage according to the guidelines set by CITY’s Risk Management Division.
8. **FINGERPRINTS AND CRIMINAL BACKGROUND CHECK.**

8.1 CONTRACTOR and its Representatives shall comply with all local, state, and federal laws and regulations. Prior to instruction of all students, regardless of participant age, CONTRACTOR and its Representatives must submit a set of fingerprints as required by California Education Code Section 10911.5 at their own expense and shall submit proof of fingerprinting to CITY. The California Department of Justice performs a criminal background check and CONTRACTOR and its Representatives must pass background check and receive approval of CITY Human Resources Department prior to teaching, substituting for CONTRACTOR, or assisting with any Class.

8.2 In addition, all Classes involving minors age seventeen (17) or younger must allow parents and guardians to observe Class instruction, if so desired. At no time may the parent or guardian of a minor be denied access to a Class for observation.

8.3 If within the scope of duties within the CITY, CONTRACTOR has knowledge of or reasonably suspects child abuse, CONTRACTOR shall immediately report to CITY staff. CITY staff will take the steps necessary to assure that the CITY completes reporting procedures required by Section 11166 of the California Penal Code.

9. **TRANSPORTING OF PARTICIPANTS.**

9.1 CONTRACTOR, or its Representatives, shall not, under any circumstance, transport any participant by vehicle or otherwise.

9.2 If, after the conclusion of any Class, a minor participant has been left on the premises, CONTRACTOR shall notify CITY staff in order to make every effort to contact the minor’s parent, legal guardian, or other authorized individual to whom the minor may be released. In the event that CITY Staff is not reachable, CONTRACTOR shall contact the Watch Commander at the Huntington Beach Police Department for assistance at (714) 960-8811.

10. **CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS.** All Class rosters, participant addresses and contact information, and any other such information or documents compiled by CITY and provided to CONTRACTOR, shall remain the property of CITY. CONTRACTOR shall not release such information to any other entity. CONTRACTOR shall not use such information for any other purpose than that authorized by CITY. All Class rosters, Class participant addresses and contact information shall be used by CONTRACTOR solely for administration of Classes and performing CITY business. CONTRACTOR shall take reasonable steps to prevent
distribution of such information. CONTRACTOR’s obligations under this Section shall survive the termination of this Agreement.

11. **COPYRIGHTS/PATENTS.** CONTRACTOR shall not include CITY’s name, seal, 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. CITY shall own all rights to any patent or copyright on any work, photographs, item or material produced as a result of this Agreement. CONTRACTOR grants permission for CITY to take and use any photograph of CONTRACTOR and its Representatives in any promotional materials without compensation for such use.

12. **BUSINESS LICENSE.** A business license is required for any person or business making a physical presence in our CITY conducting business. Whether the business is headquartered here in a commercial location, out of a home office, or headquartered outside of the CITY, but coming into our City to conduct business. Any individual, corporation, sole proprietor, partnership or any entity that wishes to conduct a business within the City of Huntington Beach must secure a business license. Municipal Code 5.04 states that no person shall engage in business or transact and carry on a business, trade, profession, calling or occupation in the CITY without having procured a license from the CITY to do so or without complying with any and all applicable provisions of the CITY’s Municipal Code relating to business license. A *copy of the Business License must be submitted with this Agreement.*

13. **INDEMNIFICATION.**

13.1 **General.** CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected and appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONTRACTOR’S (or CONTRACTOR’S subcontractors, if any) performance of this Agreement or the failure by CONTRACTOR, its officers, agents or employees to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONTRACTOR will conduct all defense at its sole cost and expense and CITY shall approve selection of CONTRACTOR’S counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONTRACTOR.
13.2 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, including but not limited to music royalties, 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. TERMINATION OF AGREEMENT. CITY has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time. In the event of termination under this Section, CITY shall pay CONTRACTOR on a prorated basis for any Classes or Programs that were actually taught by CONTRACTOR, if any, up to the effective date of termination.

15. STANDARD PROVISIONS.

15.1 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.

15.2 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.

15.3 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.

15.4 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.
15.5 **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.

15.6 **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 Orange, State of California.

15.7 **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.

15.8 **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.

15.9 **No Attorneys’ Fees.** In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of the Agreement or to secure the performance hereof, each party shall bear its own attorney’s fees, such that the prevailing party shall not be entitled to recover its attorney’s fees from the non-prevailing party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on_______________________, 20_____.

10
## CONTRACTOR:

<table>
<thead>
<tr>
<th>Name</th>
<th>Company Name (if applicable)</th>
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<tbody>
<tr>
<td>Mailing Address</td>
<td>Home Address (if different from mailing)</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Email Address</td>
<td>Alternate Email Address</td>
</tr>
<tr>
<td>Business Website</td>
<td>Cell Phone Number</td>
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<td>( ) -</td>
<td>( ) -</td>
</tr>
<tr>
<td>Home Phone Number</td>
<td>Work Phone Number</td>
</tr>
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</table>

**[END OF SIGNATURES]**

#### Attachments:
- Exhibit A—Representative Approval Form
- Exhibit B—Requirement to Report
Exhibit A
Representative Approval Form

**Please Print Legibly**

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th></th>
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### List of Representatives

<table>
<thead>
<tr>
<th>Name:</th>
<th>Home Phone:</th>
<th>Cell Phone:</th>
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<table>
<thead>
<tr>
<th>Address:</th>
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<th>Zip:</th>
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<table>
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<tr>
<th>Date of Birth:</th>
<th>Email:</th>
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### CITY USE ONLY

**CONTRACTOR: ___________________________________________**

- **FINGERPRINTS:**
  - □ Yes
  - □ No

- **BACKGROUND CLEARED:**
  - □ Yes
  - □ No

- **CLEARED TO WORK:**
  - □ Yes
  - □ No

- **PHOTO TAKEN:**
  - □ Yes
  - □ No

- **CONTACTOR NOTIFIED BY EMAIL:**
  - □ Yes
  - □ No