



## **Request for Proposals: Recreation Classes at the Annenberg Community Beach House August 26, 2009**

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### **Overview**

Located at 415 Pacific Coast Highway, just north of the Santa Monica Pier, the Annenberg Community Beach House is set on five acres of Santa Monica State Beach. It combines elements of the historic Marion Davies Estate with new first-class indoor and outdoor amenities, making it a popular destination.



During the summer, the Beach House promotes “a great day at the beach” by offering a historic swimming pool, children’s splash pad, showers, changing rooms, take-out and café-style food services, beach equipment rentals, a playground, recreation classes, beach tennis and volleyball courts, gardens and event spaces.

During fall and winter when the pool is closed, the Beach House activities will shift focus to activities and classes more suited to the indoors including cultural programming, event rentals and appropriate classes. Since opening in April 2009, the Beach House has received a great deal of media attention, including features in *Vanity Fair* and *Sunset* magazines (August 2009).

Themes for our Fall/Winter programming include: connecting the past with the present, artifacts and excavation, remembrance, conservation and environmental focus including reduce/reuse/recycle.

The City of Santa Monica is currently seeking qualified and highly motivated businesses or individuals to conduct classes for the public at the Annenberg Community Beach House. Proposals for classes commencing with the Fall 2009 session are specifically being sought for ballroom dance, creative writing and bridge.

Proposals for additional classes appropriate for the site will be accepted on a rolling basis and reviewed periodically for future sessions. The City is not seeking camp proposals or classes requiring use of the swimming pool.

The City will provide activity space and amenities as available to conduct the class; receive and process all participant registrations; and promote the classes through the City’s website, publications and at the facility.

## Submission Requirements

**Fall 2009 Deadline: 5 pm, September 19, 2009.**  
**Submissions for future sessions accepted on a rolling basis.**

Proposals should be concise and adhere to the format set forth below. The City may request additional information or schedule interviews to clarify or elaborate on the proposal. Please include the section heading when providing the relevant information.

1. Experience and History: Please describe your experience with regard to the development, management, and operation of classes as proposed.
2. Proposed Class Description: Describe the focus and breadth of your proposed class(es).
3. Class Schedule: Describe the class name(s) plus days and times proposed for each class.
4. Class Fee: Each proposal must include a proposed fee for all classes. This proposed fee is for *each class meeting*. Please note that the City is seeking affordable classes. (The City may charge participants a \$2.00 Administrative Fee per session for multi-week classes.)
5. Proposed Compensation: Contractors shall receive a percentage of the Class Fees (excluding the Administrative Fee) collected by the City. Please propose the percentage of the Class Fee you propose to receive.
6. Materials Fee: If you propose to charge a Materials Fee in addition to the Class Fee, state the rate and frequency this Materials Fee would be charged and describe what materials or supplies the participant will receive.
7. Adaptability: Explain your ability to adapt your class for participants with physical, cognitive, sensory, mental, or other disabilities.
8. Outreach: Describe how you will partner with the City to promote the leagues to the community including working with the city to develop outreach materials.
9. Staffing and Volunteers: Please provide your staffing structure for each activity including education and experience and your training plan.
10. References: A list of professional and client references.
11. Budget: Include a detailed budget for the operation as proposed. You may use the sample below or provide an alternative of similar scope.

**SAMPLE PROPOSED BUDGET**

**Applicant:**

*Complete the revenue and expenses form below based on your best estimates for the classes proposed. Provide back-up information such as previous year's revenues and expenses to explain your estimate information to substantiate the estimates provided herein.*

<b>Revenue</b>	
<i>Describe the estimated gross receipts that will be collected by City for each activity you propose</i>	
Gross Revenue to City (Class fee x # students x # class meetings)	
Amount Paid to Contractor (as % proposed)	
Materials Fee (if any)	
Other Revenue, please describe below:	
<b>Gross Contractor Revenue</b>	<b>0</b>

**Operating Expenses (Provide detailed description)**

**Sales and Marketing**


**Equipment and Supplies**


**Personnel Expenses**


**Taxes and Insurance**


**Other**


<b>Total Operating Expenses</b>	<b>0</b>
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<b>Net Profit (Revenue minus Total Operating Expenses)</b>	<b>0</b>
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## Eligibility Requirements

All contractors shall adhere to the following requirements:

- Obtain a valid Santa Monica Business License
- Procure and maintain the following insurance with the City of Santa Monica listed as an additional insured:
  - a. Commercial General Liability Insurance
  - b. Workers' Compensation and Employer's Liability Insurance (as applicable)
- Complete and submit W9 Taxpayer Identification Number and Certification
- Adhere to regulations set forth by the Americans with Disabilities Act (ADA).
- Annual fingerprint and background clearance ("Live Scan") through the Santa Monica Police Department at contractor's expense for all contractors, employees and volunteers conducting classes. Information on the City's Live Scan process and associated costs can be found at <http://www.santamonicapd.org/Services/LiveScan.htm>. Notifications of relevant convictions are sent to the City by the California Department of Justice, Bureau of Criminal Identification. If awarded a contract, the contractor, all employees and volunteers are required to provide information pertaining to all convictions, unless sealed or expunged.
- May be subject to the City of Santa Monica Living Wage Ordinance if the contract amount exceeds \$54,200. Note: this rate may adjust each July 1<sup>st</sup>.
- Sign an Oaks Initiative Disclosure Form if the total amount of the contract exceeds \$25,000.

## Evaluation Process

An Evaluation Committee will review and evaluate each proposal based on the extent to which it provides the highest quality instruction of an engaging curriculum. An interview may be required. The City retains the sole authority to select any number of qualified businesses or individuals and negotiate contract terms. The City reserves the right to reject any and all proposals. Receipt of any proposal pursuant to this Request for Proposal shall not constitute an implied intent to enter into a contract to conduct classes for the City.

## Questions

Questions regarding this Request for Proposals should be submitted in writing to: [beachhouse@smgov.net](mailto:beachhouse@smgov.net). All questions and responses will be posted at <http://www.annenbergbeachhouse.com/employment.aspx>, thereby making all information available to all potential applicants.

## Submission Deadlines

**Fall 2009 Deadline: 5 pm, September 19, 2009.**  
**Submissions for future sessions accepted on a rolling basis.**

The City, in compliance with its Sustainable City Program, is encouraging the use of recycled and tree-free products. Please do not use plastic bindings, plastic page covers, or laminated pages.

To aid in the selection process, please submit **two** copies of the proposal and hand deliver or mail to:

**City of Santa Monica  
Annenberg Community Beach House  
415 Pacific Coast Highway  
Santa Monica, CA 90402  
Attn: Heath Hamilton**

**NO FAXES OR EMAILS WILL BE ACCEPTED.**

## ATTACHMENT 1

### SAMPLE AGREEMENT

#### COMMUNITY AND CULTURAL SERVICES INSTRUCTOR AGREEMENT

This Instructor Agreement ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between THE CITY OF SANTA MONICA, a municipal corporation ("City"), and \_\_\_\_\_, a business entity or individual ("Contractor"), is made with reference to the following:

##### RECITALS:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City of Santa Monica.

B. Contractor is qualified and possesses the experience and skills to teach the recreational class. Contractor seeks to provide instruction in specified recreational activities as part of the recreational programs sponsored by the City of Santa Monica through its Community and Cultural Services Department.

C. The City and Contractor desire to enter into this Agreement for the Contractor for educational services upon the terms and conditions set forth below. NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

#### **Section 1. TERM; OPTIONS TO RENEW.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless a shorter term is specified in Exhibit A attached hereto and made part hereof by reference, or unless this Agreement is sooner terminated or extended as provided herein.

City shall have the option, at its sole discretion, to extend the term of this Agreement on all the same terms and conditions for two (2) additional 1 year periods. Each option shall be exercised by written notice from City to Contractor.

#### **Section 2. SERVICES TO BE PERFORMED BY CONTRACTOR.**

2.1 Class Commitment. Contractor shall provide educational services ("Services") in accordance with the class schedule to be mutually agreed upon by the parties and memorialized in accordance with the Class Schedule Commitment Form attached as Exhibit "A" and incorporated herein by reference. Contractor agrees to conduct the classes in accordance with the days, times and locations outlined on the Class Schedule Commitment Form. The Class Schedule Commitment Form will be completed for each season or session where Services are requested by the City, and

Contractor's consent to the schedule will be reflected by his/her execution of the Class Schedule Commitment Form.

2.2 Schedule of Services and Payments. All Services shall be performed in accordance with the Schedule of Services and Payment attached hereto and incorporated herein by reference as Exhibit "B."

2.3 Materials and Supplies. Contractor shall provide all materials and supplies necessary to perform the Services and shall be responsible for all expenses incurred in association with the performance of the Services unless otherwise stated in Exhibit "B." Contractor may charge a reasonable materials and supplies fee to participants enrolled in Contractor's program provided that: (a) Contractor obtains written approval from City at least thirty (30) days prior to commencement of the program; (b) the fee shall not exceed the amount set forth in Exhibit "B"; and (c) Contractor assumes responsibility for the collection of the fee directly from program participants. If the participant is able to provide their own equivalent materials and supplies, the materials fee shall be waived.

2.4 Registration of Participants. Registration of participants and payment of any fees for class shall be handled through City offices. Contractor shall not register participants or accept any payments for any class. Contractor agrees to attend and be prepared to instruct or lead all scheduled walk-up/drop-in class meetings. Contractor agrees to attend and be prepared to instruct or lead the first class meeting of each multi-week class session.

2.5 Minimum Class Size. Contractor shall provide the Services if, the minimum number or more participants set forth in Exhibit "B" register for the designated class. Any increase or decrease in the minimum number of participants in a class requires the prior written consent of the City. If the minimum number of participants are not registered by commencement of the first class, City may choose to cancel or continue the class based on enrollment trends and the piloting of new classes with the expectation that the class will develop and grow its number of participants during or after the current session. If the City chooses to continue a class without having the minimum number of participants registered by the commencement of the first class, the Contractor will be paid for the minimum number of participants set forth in the Exhibit "B". If a "new class" is canceled, Contractor will be compensated for the first class meeting. The term "new class" is defined as a class not offered by Contractor during either of the two previous sessions. The class is not a "new class" if Contractor has requested and been granted a change in time, location and/or format. Each class is designated by an activity enrollment number. Frequency of meeting times will vary from class to class.

2.6 Cancellation of Classes. If the class is canceled prior to the first class meeting the Contractor will not be compensated. If the canceled class is a returning class which was offered during either of the two previous sessions and was taught by Contractor, Contractor will not be compensated for the first class meeting.

2.6.1 Cancellation by Contractor. Contractor may not cancel classes without obtaining written authorization from the City. To receive authorization, Contractor must submit a written request for cancellation(s) 60 days prior to the commencement of classes.

2.6.2 Cancellation by City. City shall have the option, at its sole discretion, to relocate or cancel any class meeting or series of classes at any time. If a multi-week class has commenced and the City exercises its option to cancel it, compensation for services shall be pro-rated to provide payment to Contractor for the dates and times services have been provided.

2.7 Rescheduling. City has selected Contractor to perform the Services based upon Contractor's experience and unique skills. Contractor and its employees shall personally perform all such services except as otherwise provided herein. If Contractor is unable to provide the Services when required, Contractor shall provide sufficient prior notice to City so that City may notify all participants of the cancellation of any class on any given date. Except as otherwise provided herein, Contractor may be required to give a make-up class on rescheduled dates and times mutually agreed upon by City and Contractor.

### **Section 3. COMPENSATION TO CONTRACTOR.**

Contractor shall be compensated for Services performed pursuant to this Agreement in the amount and in accordance with the schedule set forth in Exhibit "B." The total amount of compensation to be paid to Contractor under this Agreement shall not exceed \$\_\_\_\_\_.

### **Section 4. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor or its employees look to City as his/her employer, or as a partner, agent, or principal. Contractor and its employees shall not be entitled to any City paid benefits accorded to City employees including workers' compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for obtaining, at Contractor's expense, any licenses and permits required to perform the Services.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including estimated taxes, and shall provide City with proof of payment on demand. Contractor indemnifies City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this Section.

### **Section 5. CONTRACTOR'S REPRESENTATIONS.**

Contractor represents that Contractor and its employees possess the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of City. Performance of the Services in a professional manner includes

meeting the requirements of the program under which City is obligated to provide Services, and failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from City. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

**Section 6. CONTRACTOR'S COMPLIANCE WITH LAW.**

Consultant shall comply with all laws of the State of California and the United States, and all ordinances, rules, and regulations enacted or issued by the City including, but not limited to, the following:

**A. Nondiscrimination Requirements.**

The Contractor will comply with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d and with Section 504 of the Rehabilitation Act, 29 USC Section 794. In accordance with these Acts and other Federal, State and local laws, no person in the United States shall, on the grounds of race, creed, color, disability, national origin, sex, age, marital status, sexual preference, HIV/AIDS status, political affiliation or religious beliefs, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity provided by the Contractor. The Contractor and any of its subcontractors shall adhere to all regulations set forth by the Americans with Disabilities Act (ADA).

The Contractor shall make every effort to ensure that all projects funded in whole or in part by the City shall provide equal employment and career advancement opportunities for minorities, women, and persons with disabilities.

**B. Fair Labor Standards Compliance.**

Contractor agrees to indemnify, defend and hold harmless the City, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for services performed by the Contractor's employees.

**C. Citizenship Laws.**

Contractor warrants full compliance with all laws regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform & Control Act of 1986.

**Section 7. SANTA MONICA LIVING WAGE ORDINANCE.**

This Agreement  is  is not subject to the City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal code Chapter 4.65 ("Living Wage Ordinance") which requires the payment of Minimum Wage for work done on any contract to any worker who does not actually work as a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The Living Wage

Ordinance sets the contract value at \$54,200 and Minimum Wage at \$13.05 per hour as of July 1, 2008 and provides for an annual adjustment each July 1<sup>st</sup>, by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. If this Agreement is subject to such Living Wage Ordinance, then the Consultant shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Agreement. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

### **Section 8. OAKS INITIATIVE DISCLOSURE FORM**

This Agreement  is  is not subject to the City of Santa Monica's City Charter amendment commonly known as the Oaks Initiative which requires contractors to sign an Oaks Initiative Disclosure form if the total amount of the contract exceeds \$25,000.

### **Section 9. PERMITS AND LICENSES.**

Contractor shall comply with all applicable laws, regulations, ordinances, and statutes, and shall obtain and maintain, at Contractor's sole expense, all required business and professional permits, licenses and certificates, including a City of Santa Monica business license.

### **Section 10. INSURANCE.**

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, volunteers, representatives, employees, or subcontractors.

#### **A. Minimum Limits of Insurance**

Contractor shall obtain insurance of the types and in the amounts described below:

#### **Commercial General Liability Insurance**

Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate.

#### **Workers' Compensation and Employer's Liability Insurance**

Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

In the event the contractor is not required to procure Worker's Compensation insurance, they must complete the City's Worker's Compensation coverage exemption declaration form.

**B. Other Insurance Provisions**

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

City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor.

In the event that the Contractor uses a vehicle to perform services as required under this agreement, they must supply the City with evidence of vehicle liability insurance in compliance with the minimum financial responsibility laws of the State of California.

**C. General Liability, Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

**D. All Coverages**

Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as provided in Section 23 hereof.

**Section 11. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.**

Contractor shall indemnify, defend and hold harmless City, its City Council, members of its boards and commissions, officers, agents, employees and volunteers (collectively "City") from and against any and all loss, damages, liability, claims, suits, judgments, taxes, costs and expenses, whatsoever, including reasonable attorney's fees arising from or in any manner connected to: (i) the condition or use of materials or equipment provided by Contractor in the performance of the Services; (ii) the Services, activities or work conducted pursuant to this Agreement; or (iii) claims by any persons or entities providing services, materials, equipment or supplies in connection with Contractor's obligations under this Agreement including, without limitation, any services supplied pursuant to Section 11 hereof.

**Section 12. SAFETY.**

Contractor will notify City immediately if Contractor observes that the City's facility or equipment is unsafe and will not utilize the facility or equipment until the unsafe condition is corrected.

**Section 13. FINGERPRINTING.**

Contractor and its employees agree to be fingerprinted annually by the City of Santa Monica if the City requires fingerprinting prior to commencement of the Services. Contractor acknowledges and agrees that fingerprints may be used to verify conviction

records by comparing them with local, state and federal records. Contractor agrees to pay whatever fees if any may be involved in this process.

#### **Section 14. MANDATORY TRAININGS**

Contractor agrees to attend, at his or her expense, mandatory trainings or meetings as required by the City to obtain information on policies and procedures or operation of the program. Lead administrative staff and all instructors providing services may be required to attend.

#### **Section 15. PUBLICITY.**

Contractor agrees not to generate any written, audio or visual publicity regarding City sponsored classes without prior written approval from the City. Contractor agrees not to promote non-City classes at City facilities. Contractor also agrees not to solicit participants' contact information from participants.

#### **Section 16. PHOTO RELEASE**

Contractor hereby consents to the photographing, recording or reproduction in any other manner (including use of videotapes and audiotapes) of the likeness, voice and/or activities of the Contractor and further authorizes the City of Santa Monica, its agents or assigns, to make unlimited use of such reproductions, including, but not limited to broadcasting to the public of the reproductions over radio and television stations. Contractor understands that he or she will not receive any monetary compensation now or in the future for participating. Contractor releases and holds harmless the City of Santa Monica, its officers and employees from any claims.

#### **Section 17. TERMINATION.**

In the event Contractor fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five (5) days after receipt by Contractor of City's written notice of default specifying the nature of the default and the steps necessary to cure the default, City may immediately terminate this Agreement by written notice. City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving ten (10) days written notice to Contractor. Upon termination of this Agreement, City shall pay to Contractor compensation earned and unpaid up to the effective date of termination.

#### **Section 18. NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when personally delivered, or on the fifth business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

City of Santa Monica  
Director, Community & Cultural Services  
1685 Main Street, Room 210  
Santa Monica, CA 90401

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Contractor: \_\_\_\_\_

Contractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 19. GOVERNING LAW.**

This Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of California.

**Section 20. 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 are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

**SECTION 21. PROHIBITION AGAINST TRANSFERS.**

Consultant shall not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, sublease, hypothecation or transfer.

**SECTION 22. WAIVER.**

A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF SANTA MONICA,

By: \_\_\_\_\_  
P. LAMONT EWELL  
City Manager

ATTEST  
a municipal corporation

\_\_\_\_\_  
MARIA STEWART  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
MARSHA JONES MOUTRIE  
City Attorney

CONTRACTOR:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
CLASS SCHEDULE COMMITMENT FORM**

(To Be Completed Each Session/Season)

Contractor:

\_\_\_\_\_

The classes will be conducted in accordance with the following schedule of dates, times and locations.

<b>Class Name/Level</b>	<b>Class Type</b>	<b>Day</b>	<b>Dates</b>	<b>Class Time</b>	<b>Location</b>

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT B SCHEDULE OF SERVICES AND PAYMENTS

Contractor: \_\_\_\_\_

The classes will be conducted in accordance with the following scheduled services and payments.

Class Name	Base Fee per Class Meeting	% of Base Fee Paid to Contractor	Minimum Enrollment	Maximum Enrollment	Materials Fee*

\*Materials Fee Description:

\_\_\_\_\_

Contractor must complete and sign a Billing Sheet for payments to be issued.

Contractors will be paid a percentage of the base class fee (resident rate, not including administration fees).

Contractors for "Walk-Up/Drop-In Classes" will be guaranteed payment for the minimum number of participants for each class meeting. If enrollment exceeds minimum, contractor will receive payment for each additional participant.

Payments for instructors teaching classes covering six weeks or longer will be divided as follows: Half the payment will be issues midway through the session and the balance issued at the conclusion.

Payments for contractors teaching classes covering less than a six week period will be issued at the conclusion of the session/season.

Contractors will notify the City if they observe the City's facility or equipment to be in an unsafe condition and will not utilize such facility or equipment until the unsafe condition is rectified by the City.

Class locations, dates and times may vary by session and are confirmed in a Class Schedule Commitment Form each session/season.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_