



CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

CONTRACT RECREATION SERVICES – MASTERS SWIMMING INSTRUCTOR

ISSUE DATE: JANUARY 16, 2024

PROPOSAL DUE DATE: JANUARY 30, 2024

910 CALLE NEGOCIO, SAN CLEMENTE, CA 92673 PHONE: (949) 361-8245

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

CONTRACT RECREATION SERVICES – MASTERS SWIMMING INSTRUCTION

TABLE OF CONTENTS

General Information	Page 3
Background/History	Page 5
Scope of Services	Page 6
Introductions & General Conditions	Page 8
Sample Recreation Contract Instructor Agreement	Page 14

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL JANUARY 16, 2024

GENERAL INFORMATION

Prospective Contract Instructors:

The City of San Clemente (City) Beaches, Parks & Recreation Department is interested in receiving proposals from qualified recreation instructors (Instructors) for conducting Masters Swimming coaching and instruction for the Recreation Division through the Recreation Contract Instructor program as described in detail in the attached Request for Proposal (RFP). Qualified candidates will include; U.S. Masters certified coach with prior swim coaching experience, knowledge of periodization training for various abilities of swimmers, experience teaching proper swim techniques, successful history working with adults.

The intent of this contract is to provide the public with a high-quality, reasonably priced Masters Swimming program, which engages varying levels of participants, ages 18 and older in interactive swim practices while maintaining the safety of participants in the pool and enforcing safety rules while coaching. The term of the contract is for a period of ten months (10) with opportunities for continued one-year extensions based on successful execution and at the City's discretion.

City Point of Contact:

The sole source of contact regarding this RFP is Carrie Brill, Aquatics Supervisor, (949) 429-8865. Individuals or organizations interested in submitting a proposal are asked not to contact other members of the City of San Clemente staff or Councilmembers in connection with the RFP prior to the announcement of the contractor selected.

Proposals and all written inquires related to this RFP are to be submitted confidentially to Carrie Brill at the following email address Brillc@san-clemente.org.

Confidential

Proposal Closing Date: Tuesday, January 30, 2024, 2:00 p.m.

One (1) copy of each instructor's proposal must be received by the City no later than January 30, 2024 at 2:00 pm. All proposals must be submitted electronically delivered to the above email address. Proposals received after January 30, 2024 will not be accepted.

Commented [WS1]: Update to electronic submission

Proposals will become part of the official files of the City of San Clemente and cannot be returned.

Sincerely,

Carrie Brill
Aquatics Supervisor

Attachments:

- 1.) Recreation Contract Instructor Agreement
- 2.) Addendum to Masters Swimming Instruction Agreement

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

MASTERS SWIM COACH/INSTRUCTOR - CONTRACT RECREATION SERVICES

BACKGROUND/HISTORY

A. INTRODUCTION

The City of San Clemente Recreation Division aims to offer recreation programming to individuals of all ages and interest. The Recreation Division provides outstanding programs, services and facilities to enhance and enrich the lives of our residents and visitors. The Recreation Magazine is distributed quarterly to approximately 30,000 households and post-office boxes within the City of San Clemente.

The City is seeking proposals from qualified Masters Swimming coach/instructor candidates and/or organization to operate Masters Swimming programming through the Recreation Division. The Division currently has four (4) short course, 25-yard swimming lanes located in the San Clemente Aquatic Center's competition pool designated to Masters programming available for a ten (10) month Recreation Contract Instructor Agreement.

The objective of this RFP is to award a contract to an applicant that can provide the community a program that encourages and promotes physical fitness and enjoyment of swimming for adults 18+ while providing high-quality Masters Swimming activities at reasonable prices to the public. The awarded agreement will commence in the spring of 2024.

B. BACKGROUND

The City of San Clemente manages two municipal swim facilities. Based on public use and demands, classes and camps offered for a profit at a City park, beach, or facility must be authorized by the Recreation Division per the City of San Clemente Municipal Code establishes rules, policies, and regulations governing the use of public facilities (Section 12.28.010; Ord. No. 1612 § 1). Facilities covered by this ordinance include all City beaches, parks, and open public space. The Recreation Division has allocated two ideal locations to operate aquatic camps and classes for the public. One of those locations, in the San Clemente Aquatic Center competition pool, has become available for a new contract instructor agreement.

Site Description

Opened in 2012, and located in the heart of the Vista Hermosa Sports Park the state-of-the-art San Clemente Aquatics Center with a 50 Meter Competition Pool, and a 25-yard Activity Pool with a Water Structure offers a complete range of programs. The City will attempt to maintain but has no obligation to maintain, a water temperature between 78-82 degrees Fahrenheit (25.5-27.5 degrees Celsius) during programing.

Masters will be held in lanes four (4) short course lanes year-round, with the potential for two (2) 50M long course lanes during the summer season. Lockerroom /showers are available on site for all paid Masters participants and public parking is available all day.

Lifeguard Services

The City provides City lifeguards at all times when programs, classes and camps are in the pool. All Masters Swimming programing shall be held at times when City lifeguards are available and on duty. No one is permitted in the water unless a lifeguard is on duty. This refers to having a lifeguard on deck or in the lifeguard tower assigned the specific duty of observing the pool and its users.

C. CLASS OBJECTIVES

The objective of this Contract Instructor opportunity is to:

- Secure an experienced United States Masters Swimming (USMS) certified coach; with the ability to plan, organize and administer weekly workouts suitable for varying levels of participants, ages 18 and older.
- Provide quality services at reasonable prices to the public;
- Provide in-person support for the Masters Swim program, must be able to attend morning weekday practices.

D. CLASS ORGANIZATION AND SCOPE OF SERVICES

The resulting agreement between the City and the retained instructor/business shall be reviewed, signed, submitted and approved prior to inclusion into the Recreation Magazine. Requirements are detailed in the attached sample Recreation Contract Instructor Agreement (Attachment 1).

F. DELIVERABLES

The Contractor will be responsible for the following deliverables:

1. **Morning Masters Swimming workout:** weekday coached swimming program from 5:30 AM to 7:30 AM, with options available for drop-in registration of 5:30 AM to 7:30 AM; sessions offering should last one (1) month with a maximum of 30 participants per class meeting. Classes are 25-yard short course Monday-Friday, during the summer months

Tuesday/Thursday classes will be 50M long-course from June through August, unless otherwise approved in writing by the Recreation Division.

G. SCHEDULE

The following are key dates for Masters Swimming Instruction - Contract Recreation Services RFP:

- January 16, 2024 Issuance of RFP
- January 23, 2024 Questions due by 4:00 p.m.
- January 25, 2024 Answer Release by BP&R at 5:00 p.m.
- January 30, 2024 Submittals due by 2:00 p.m.
- February 2024 Evaluation of Proposals and Interviews
- February 2024 Contract Award, preparation, and execution of contract
- March 1, 2024 One (10) month contract begins, with options for renewal based on performance/success

Note: This schedule does not consider unforeseen factors that could affect the timing of the project. It is the intent of the City to keep proposers apprised of changes in the schedule as they occur.

CITY OF SAN CLEMENTE

REQUEST FOR PROPOSAL

MASTERS SWIMMING INSTRUCTION - CONTRACT RECREATION SERVICES

INSTRUCTIONS AND CONDITIONS

The following instructions and conditions apply to this RFP:

A. GENERAL CONDITIONS

1. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Contract Instructor (Contractor) in:

- Preparing a proposal in response to this RFP
- Submitting that proposal to the City of San Clemente
- Negotiating with the City of San Clemente on any matter related to this RFP, proposal and/or contractual agreement
- Any other expenses incurred by the contractor prior to the date of an executed contract

The City of San Clemente shall not, in any event, be liable for any pre-contractual expenses incurred by any contractor. In addition, no contractor shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

2. RFP Content Questions

Questions regarding this RFP must be submitted electronically in writing and received no later than 4 p.m. on January 23, 2024. To ensure fair competition in which all proposers receive the same information and materials, no telephone or personal inquiries about this RFP will be answered. Questions should be submitted in writing to the Department by email at the address listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted on the Cities website no later than January 25, 2024 at 5 p.m. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Proposers should send their questions via e-mail to Carrie Brill at Brillc@san-clemente.org

3. Authority to Withdraw RFP and/or Not Award Contract

The City of San Clemente reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any contractor responding to this RFP. The City expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

3. Pricing Approach

The City of San Clemente intends to award a contract based on a 70/30 percentage split for the conduct of all courses executed within the Contract. The City will pay an amount equal to 70% of the total enrollment fees collected, minus the non-resident fee.

The City of San Clemente will approve all fees prior to advertising. Activity proposals are due quarterly per the Recreation Contract Instructor Agreement for review and approval.

4. Right to Reject Proposals

The City of San Clemente reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the contractor which, in the opinion of the City, is best qualified to conduct the project and meet the needs of the community and Recreation Division.

5. Proposal Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of San Clemente may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- a. Ability to meet the requirements of the contract attached;
- b. Qualifications and past experience operating aquatics classes/programs;
- c. Thoroughness of application;
- d. Experience in conducting high quality and successful programs of similar size and scope to those proposed and as verified by references;

RFP - INSTRUCTIONS AND CONDITIONS

- e. Programs that demonstrate a commitment to providing a unique and high-quality Masters Swimming experience;
- f. Programs that demonstrate an understanding of and commitment to ensuring the utmost in pool and water safety and the safety of all students in the program;
- g. Affordability of proposed participant fee;
- h. Participant satisfaction;
- i. Demonstrated record of success on work previously performed for the City or similar work performed for others;
- j. Background of project lead and staff;
- k. Methodology proposed to accomplish the work;
- l. Ability to work effectively with City staff and related parties as directed during the course of the services;
- m. Pertinent new ideas which may be presented during the course of the selection process;
- n. Adequate knowledge of swimming mechanics;
- o. Availability, experience and knowledge of all subcontractors hired to provide instruction;
- p. Additional work performed by the contractor which may have a direct and substantial physical relationship or conflict to the proposed project;
- q. Demonstrated ability and commitment to creating added value and benefit to San Clemente and its surrounding community of visitors;
- r. Past performance with the City of San Clemente, if applicable, including but not limited to compliance with rules, guidelines, and other permit requirements.

B. PROPOSAL FORMAT AND CONTENT

Proposals should be typed as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each contractor.

1. Cover Letter

A cover letter not to exceed three pages in length should summarize key elements of the contractor's proposal. The letter must be signed by an individual authorized

to bind the contractor. The letter must stipulate that the proposed price will be valid for a period of at least 90 days. Indicate the address and telephone number of the contractor's office located nearest to San Clemente, California, and the office from which the project will be managed.

I. Proposal Summary

The Proposal Summary should summarize your relevant experience, knowledge, and expertise, and your Operation and Interpretive Plans (as applicable) in 250 words or less.

II. Background and Approach

The Background and Approach Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.

III. Methodology(ies)

This section should clearly describe the methodology or methodologies you plan to use to carry out the execution of courses and camps.

V. Class Organization and Staffing

Describe your approach and methods for managing the program. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team, with clear identification of the lead Contractor and/or Manager and the person who will be the key contact with the City of San Clemente.

VI. Related Experience

Describe recent, directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number.

At least three references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address and telephone number. The City of San Clemente reserves the right to contact any of the organizations or individuals listed.

VII. Course/Activity Schedule

Provide a proposed schedule including estimated seasons, course length.

VIII. Prices and Pricing Data

Provide a fee schedule for a representative sample of the services proposed. Course fees should be inclusive of all costs associated with operating the camp or course. Fees should be set so as to provide services at a reasonable price with consideration given to the competition of the comparable markets for similar services. The Pricing Data should reflect an itemized listing of all goods and services received by the client.

If the proposer intends to include a material fee for any portions, this fee should be described separately and thoroughly. A material fee is a tangible item that participants can keep. Items must enhance the program. Material fees must be approved prior to being offered and must be suitable for the class/camp. Be advised that all fees are subject to review by the City during the course of all activities. Mid-contract fee increases will be evaluated and approved on a case-by-case basis.

IX. Other Information

Include a sample swimming workout for Masters programming, any relevant certification documents, and any other information you consider to be relevant to the proposal.



**CITY OF SAN CLEMENTE
RECREATION CONTRACT INSTRUCTOR AGREEMENT**

This agreement is made into effect this date **March 1, 2024** by and between the City of San Clemente, California (hereafter referred to as "CITY"), through its Recreation Division, and _____ (hereafter referred to as "CONTRACTOR"), for the instruction of the following program/class(es): _____.

The parties agree as follows:

I. CONTRACT PREREQUISITES

A. BUSINESS LICENSE

1. CONTRACTOR shall provide and maintain a current City of San Clemente Business License. CONTRACTOR is responsible for renewing this license each year and supplying an updated copy to CITY.

The Business License Office can be reached at (949) 361-6166.

B. INSURANCE AND INDEMNIFICATION

1. Prior to the CITY'S execution of this Agreement and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

a) Commercial General Liability, personal injury and property damage liability, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the CITY and requires the prior approval of the CITY Risk Manager. Each such policy shall:

(1) Name and list as additional insured's CITY, CITY officers, employees, agents and if the CITY Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured.

2. CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY) indemnify and hold harmless CITY and CITY'S agents, officers and employees, and the City of San Clemente Redevelopment Agency and its agents, officers and employees from and against any loss or damage on account of physical, mental and emotional injury, risk of personal injury, communicable diseases, illnesses, viruses, or property damage and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR its officers, agents, employees, representatives or subcontractors

(collectively, in the Contractor Entitled), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney fees, litigation expenses and fees of expert CONTRACTORS or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR Entities, anyone directly or indirectly employed by any of them or anyone in control, under this Agreement.

3. Photo/Video Release: CONTRACTOR understand that at various times City representatives may photograph and/or video activities of City recreation programs, special events and participants. CONTRACTOR authorizes the City of San Clemente to use or publish any photographs/videos taken of contracted activity to promote classes on the City's website and other internet publicity, and/or in future publications of City brochures and/or flyers.

C. STATUS OF CONTRACTOR

The parties intend and agree that at all times during the performance of services pursuant to this Agreement and attachments; CONTRACTOR is and shall be acting as an Independent Contractor. CONTRACTOR understands and acknowledges that in entering into this Agreement CONTRACTOR is an Independent Contractor and not an employee of the CITY and further understands and acknowledges that CITY does not maintain any Workers Compensation, accident, or any type of insurance coverage for Independent Contractors. CITY shall not be liable for any payment or compensation in any forms to CONTRACTOR other than as provided for herein.

D. BACKGROUND CHECK, TRAINING AND CERTIFICATIONS

1. BACKGROUND CHECK

a) CONTRACTOR and Subcontractors, including Volunteers, shall go through the United States Department of Justice Live Scan (fingerprinting) process; to include a background check. CONTRACTORS and their Sub-Contracted Contractors shall use the form issued by the CITY. It is the responsibility of the CONTRACTOR to cover any costs associated with the Live Scan process. Final notification of results (clearance) will be sent to the CITY and the CONTRACTOR will be notified of the result in writing.

(1) The Live Scan must be completed prior to the commencement of any program/class(es). Should CONTRACTOR or their Subcontractors fail to comply with this requirement, the CONTRACTOR may forfeit their program/class(es) with grounds for possible termination of their contract with the CITY.

(2) To pass a criminal background investigation means that the CONTRACTOR, their employees and Subcontractors and their employees have not been convicted of any of the offenses listed in Section 5164 of the California Public Resources Code.

RFP - INSTRUCTIONS AND CONDITIONS

(3) All CONTRACTORS and subcontractors shall be fingerprinted by an agency designated by the CITY in accordance with Section 11105.3 of the California Penal Code.

(4) The CONTRACTOR shall pay the cost of conducting the Live Scan. Payment shall be made to the Live Scan agency at the time that fingerprints are taken.

(5) Any CONTRACTOR, contractor employees, Subcontractors and their employees, who do not pass the criminal background investigation, shall not be allowed to facilitate a program with the CITY.

(6) If any CONTRACTOR, contractor employees, Sub-Contractor and their employees who have passed the criminal background check, and are currently working for the main contracted CONTRACTOR obtain a conviction of any of the offenses listed in Section 5164 of the California Public Resources Code, shall be immediately dismissed. If the conviction is for the main contracted CONTRACTOR, the contract will be terminated immediately.

2. TRAINING AND CERTIFICATIONS

a) Acquire and maintain any training/certifications that may be required to properly instruct all of the contracted program/class(es), including but not limited to: all fitness, adaptive and specialty courses, and update certification(s) as needed. The CONTRACTOR will follow all guidelines that are required by within each certification and the agency(s) which sponsor them.

(1) CONTRACTOR shall submit copies of all CONTRACTOR and Sub-Contracted Contractors current training/certifications to the CITY within thirty days of training/certification updates or expiration. If certifications are not updated and submitted, CONTRACTOR may forfeit their program/class (es) with grounds for possible termination of their contract with the CITY.

(2) CONTRACTORS are encouraged to obtain First Aid/CPR/AED certification, but not required.

E. SUBCONTRACTORS AND VOLUNTEERS

1. CONTRACTOR must submit a sub-contractor/volunteer roster (if applicable) to the CITY for each program/class (es) identified in this Agreement prior to the start of each session. CONTRACTOR shall comply with all requirements to obtain approval of Sub-Contractor and Volunteers and must submit the required documentation for each individual associated with the program/class (es) prior to instruction. CONTRACTOR must receive approval from CITY if adding a Sub-Contractor or Volunteer after the start of the session. The CONTRACTOR must maintain an up-to-date roster with all current Sub-

Contractors or Volunteers. Sub-contractors / volunteers must complete and submit a signed code of ethics to the CITY. CONTRACTOR must receive approval from CITY if adding a Sub-Contractor or Volunteer after the start of the session. The CONTRACTOR must maintain an up-to-date roster with all current Sub-Contractors or Volunteers.

II. DUTIES OF THE PARTIES

A. THE CITY, THROUGH ITS RECREATION DIVISION, AGREES TO PERFORM THE FOLLOWING DUTIES:

1. Provide required space for the class without charging the CONTRACTOR any rental fees for the use of the facility, unless the CONTRACTOR is conducting a special class, workshop, team training, or other such events that are not outlined within the terms of this agreement.

a) For program/class (es)/events not outlined in this agreement, the CONTRACTOR is required to submit an Activity Proposal or Pool Rental Application to the CITY with adequate time for review and approval. If approved, CONTRACTOR may be subject to additional fees, which may include, but are not limited to, rental rates, staffing fees, and any other fees associated with facility rentals.

2. To maintain any equipment that may be utilized during the class. Equipment is limited and based upon availability. Usage of equipment must be arranged prior to the start of the class with the Recreation Coordinator.

3. Provide marketing relating to the instruction of the program/class through the quarterly Recreation Magazine and on the CITY website. To ensure all information is correct and updated, CONTRACTOR shall submit required forms by the deadline issued by the CITY. If the CONTRACTOR would like to use other marketing tools and/or media, information must be submitted to the CITY for approval prior to distribution. All marketing materials including sponsorship/partnership materials that will be viewed or placed in the view of the public will need prior approval from the City.

a) Failure to provide changes to the Magazine draft(s) by the issued deadline, may result in the removal of information from the publication. If course information is not provided by the final deadline, information will not be included in the quarterly magazine for the season.

4. Review and evaluate the program quarterly, or as needed, to ensure that customer satisfaction and community needs are being met.

5. Respond to CONTRACTOR in a timely manner regarding indoor and outdoor facility requests. CITY is not responsible for additional equipment set up and tear down unless prearranged and approved by both parties prior to the start of the session. If there is an issue with the agreed upon set up, the CONTRACTOR shall contact the appropriate facility personnel (Ole Hanson Beach Club, 949-388-2131; or San Clemente Aquatic Center, 949-429-8797) during operational hours.

RFP - INSTRUCTIONS AND CONDITIONS

6. Provision of lifeguard services; the City provides City lifeguards at all times when programs, classes, and camps are in the pool. All contracted programming shall be held at times when City lifeguards are available and on duty. No one is permitted in the water unless a lifeguard is on duty. This refers to having a lifeguard on deck or in the lifeguard tower assigned the specific duty of observing the pool and its users.

B. CONTRACTOR AGREES TO ABIDE BY THE FOLLOWING POLICIES AND PERFORM THE FOLLOWING DUTIES:

1. Cooperate with the CITY at all times to ensure that the instruction of the program/class conforms to the requirements of the Agreement.
2. CONTRACTOR will use their best efforts to properly instruct the program/class in the above stated activity(s) in accordance with documents submitted to the CITY prior to class commencement.
3. Communicate effectively and in a timely manner with the CITY in regard to all matters outlined in, but not limited to, this Agreement.
4. CONTRACTOR will notify the CITY of any changes to their contact information including but not limited to mailing address, email address or telephone number(s) immediately. Additionally, the CONTRACTOR is required to complete a revised W-9 Form.
5. Complete and submit an Activity Proposal for each program/class by the deadlines provided by the CITY. CONTRACTOR must provide a written description of each activity, determine the activity fee, assess material fees (if applicable), organize the quantity of program/class(es) offered each session, determine the assigned instructor(s), and set the minimum and maximum number of participants required in accordance with assigned space availability. Final enrollment numbers shall be determined by joint agreement between the CONTRACTOR and CITY.

a) Activity Proposal

- (1) CONTRACTOR must submit complete class information, on time and in the format instructed by the CITY.
- (2) It is the responsibility of the CONTRACTOR to submit information quarterly and by the deadline assigned by the CITY, even if class is a rollover from a prior session.
- (3) Once the quarterly Recreation Magazine has gone to print and/or program registration has been opened to the public, all class times, days and location are finalized and may not be edited by contract instructor.

b) Program Fees

- (1) CONTRACTOR is responsible for proposing all activity fees for each activity per session. When updating fees, all fees for

proposed and existing programming are subject to review by the Recreation Division. Any fee change that differs from the approved average total fee per class requires approval from the recreation Division. Average total fee per class, refers to the total fee per session divided by the number of class meetings.

(2) Material fees (i.e., tangible materials provided to participants) may require approval from CITY prior to use.

(3) Once the quarterly Magazine has gone to print and/or program registration has been opened to the public, all class fees, are finalized and may not be edited by contract instructor.

c) Assigned Instructors

(1) It is preferred the same class instructor be assigned for the duration of the activity, without change. Should the CONTRACTOR change a class instructor mid-term, the CITY must be notified prior to the start of the new instructor. The new instructor must be on the pre-determined substitute list provided for the class.

d) Enrollment Minimums and Maximums

(1) Minimums cannot be set lower than four (4) participants. CONTRACTOR understands that minimums and maximums can vary for the same program/class(es) if conducted at multiple locations. Private (1-on-1) lessons are exempt from this policy.

(2) In the event that the minimum number is not reached by the second meeting of the class, the class will be cancelled. If the class is cancelled, the CONTRACTOR will be under no obligation to provide services and the CITY will be under no obligation to pay CONTRACTOR.

(3) If the minimum number is met or exceeded, the class will be held as scheduled, regardless if any of the initial participants withdraw. If the demand is such that it is deemed necessary to institute an additional class, it shall be taken under consideration and negotiated by the CITY and CONTRACTOR and is subject to location and availability. The CITY retains the right to require additional instructors if necessary due to participation numbers.

e) Lane Allocation: Swimmer Lane Minimums and Unused Lanes

(1) Allocated pool space will be granted dependent on current operational capabilities, fair co-use with public lap swim, and continued review of lane utilization. A minimum of (3) swimmers per lane is required for all short course group activities. A minimum of (6) swimmers per lane is required for all long-course group activities. Swimmer lane minimums must be met for the full duration of the activity period. If the City determines, in its sole and absolute

discretion, that an organization is unable to meet lane minimums, the City will adjust the lane allocation unilaterally.

6. Abide by the following guidelines for equipment usage and storage:
 - a) Facility Equipment
 - (1) All facility equipment must be returned to its proper place and the storage area assigned to the CONTRACTOR must be clean and clear of obstructions, debris and equipment. Use of facility equipment may not be used outside of the approved class time.
 - (2) Use due care to secure equipment to prevent damage or theft.
 - b) Storage of Equipment
 - (1) Storage of equipment is prohibited unless approved by CITY prior to the start of a session. If approved, CONTRACTOR equipment must be stored in the CITY assigned location. All items must be approved and inventoried by the CONTRACTOR prior to storage, with an itemized list kept on file with the CITY. CONTRACTOR must supply their own locking mechanism, with access information provided to the CITY. CONTRACTOR equipment must be clearly marked and kept separate from CITY equipment.
 - (2) The CITY is not responsible for lost or stolen items.
 - c) Music/Amplified Sound
 - (1) CONTRACTOR will keep all amplified sound at an appropriate level, as to not interfere with other activities going on in the vicinity. The CITY reserves the right to continually evaluate sound levels and determine what a reasonable level is. A reasonable sound level determination is influenced by facility acoustics, concurrent programming, public complaints, and the ability for staff to safely communicate without excessive sound levels.
 - (2) Instructors may only use a microphone device during exclusive use or during times when lap swimming is the only concurrent program. Microphones may not be used when other classes and programs are occurring at the same time.
 - (3) Provide their own music and/or sound equipment if applicable to the activity and location.
7. CONTRACTOR and SUBCONTRACTORS are not permitted to wear clothing or attire that resembles CITY personnel or programming including but not limited to: City logos, branding, swim suits, headwear, and articles of clothing with the color red.
 - (1) Designated uniforms for CONTRACTORS and SUBCONTRACTORS must be reviewed by Aquatic Management prior to distribution.

RFP - INSTRUCTIONS AND CONDITIONS

8. Ensure all participants/parties respect and follow direction from the CITY by following all facility rules and regulations including, but not limited to:

- (1) City of San Clemente Facility Rules
- (2) Participant Code of Conduct
- (2) City of San Clemente Municipal Pool Rules
- (3) Diving Board Rules
- (4) Aqua Play Waterslide and Play Structure Rules

_____ By initialing to the left, the CONTRACTOR indicates that they have been issued a copy of the documents listed above and understands that any violation of the terms may result in the possible termination of this Agreement.

9. Abide by the following policies regarding instructor absences, class cancellations and participant refunds:

a) Instructor Absences

(1) CONTRACTOR is responsible for contacting and informing class participants and the CITY of any planned/unplanned absences, preferable one (1) week prior to expected absence.

(a) CONTRACTOR is responsible for contacting the CITY immediately in the event of unforeseen circumstances and illness absences.

(b) CONTRACTOR may request a make-up time be scheduled with advanced from the CITY. This is not a guarantee and is subject to location availability. After a make-up time is approved by the CITY, the CONTRACTOR is responsible for communicating and contacting participants.

(2) Planned absences should be indicated on the quarterly Activity Proposal and submitted prior to the start of the class session.

(3) Late notice or failure to provide notice of absences may result in administrative review of contract.

(4) Should the CONTRACTOR be consistently absent (regardless of proper substitute), this agreement may be placed under administrative review and classes may be cancelled.

(5) It is the responsibility of the CONTRACTOR to provide a substitute that is qualified and cleared through CITY to instruct the class in their planned/unplanned absence.

(6) If a substitute cannot be provided, it is the responsibility of the CONTRACTOR to provide alternate arrangements for the class, canceling, if necessary, with the cooperation of and approval by the CITY.

RFP - INSTRUCTIONS AND CONDITIONS

b) Class Cancellations

(1) CONTRACTOR must be present at the first class unless the CONTRACTOR cancels seventy-two (72) hours prior to the class start date.

(2) If a program/class(es) is cancelled two times in a row within the four-quarter period, the program/class may be permanently cancelled. This shall be determined by the CITY, with notification to the CONTRACTOR.

(3) If CONTRACTOR is permanently unavailable to teach the class and does not have any substitutes, the class and contract may be terminated.

(a) In the event that the CONTRACTOR has another person who would like to take over the class, the new individual must apply to be a new Contract Instructor and will be required to complete the Independent Contract Class Application process. Submission does not guarantee the class will be renewed.

(4) Unforeseen Facility Closure Cancellation

(a) Should the facility shut down due to unforeseen circumstances, the CITY will make every effort to relocate the program/class(es), if possible.

(b) If activity relocation is not feasible due to availability or activity requirements, the CITY will make efforts to arrange a make-up class. Non-attendance to the approved make-up date does not give justification for a class credit for any participant.

(c) In the event neither relocation nor a make-up class are available, a prorated refund will be issued to the participants for the day(s) that the program/class(es) did not occur.

c) Class Refund Policy

(1) Refunds are administered per the policy described in "Exhibit A". The City of San Clemente assumes no responsibility for the reimbursement/refund of any material fees collected.

10. CONTRACTOR understands and agrees to the following regarding conducting program/class(es):

a) CONTRACTOR will not collect course registration forms or fees without written approval from the CITY.

RFP - INSTRUCTIONS AND CONDITIONS

- b) CONTRACTOR may not approve or deny refund requests and should direct inquiries to CITY STAFF.
- c) CONTRACTOR is responsible for accessing and providing the Class Rosters and/or Attendance Sheets via the CONTRACTOR portal assigned in CivicREC and as described in "Exhibit B". CONTRACTOR must arrive 15-minutes prior to the start of the class to allow begin setup. CONTRACTOR is allotted 15-minutes at the end of the course to clean-up and return space to original condition. If more time is required, arrangements should be made with the CITY prior to the start of the course.
- d) CONTRACTOR must be ready to teach at least ten (10) minutes prior to the start of the program/class and remain at the facility for the full duration of the program. Failure to arrive prior to program/class start time may result in the possible termination of this Agreement.
- e) CONTRACTOR will end program/class(es) at the scheduled time and not extend into other programming times or finish prior to the time advertised in the course catalog.
- f) CONTRACTOR will take attendance prior to the start of each class to ensure that class participants have registered through the CITY and are listed on the Class Roster. All programs that allow drop- in registration will be required to use the City issued drop-in card system to track attendance. It is the responsibility of the CONTRACTOR to match the number of cards to the number of participants to ensure all activity participants have checked-in and paid.
 - (1) CONTRACTOR is responsible for picking up drop-in cards and box from the front desk prior to the start of program/class(es), and return the box to the front desk with the drop-in cards the same day at the conclusion of program/class(es).
 - (2) If a class participant(s) is not listed on the class roster, CONTRACTOR should request proof of registration in the form of a registration receipt or City issued drop-in card. If a participant is unable to provide a drop-in card or receipt, they must contact the Recreation Front Desk to verify registration or complete registration immediately. CONTRACTOR must not allow participant to participate in the class until confirmation of registration is received.
 - (3) Contractor must track attendance for each class meeting and be able to present attendance records upon request to the Recreation Division.
- g) The City reserves the right to require additional instructors for larger class sizes.
- h) CONTRACTOR is required to fill out an Incident/Accident Report and submit a copy to the CITY for any injury or incident of a participant and or

RFP - INSTRUCTIONS AND CONDITIONS

instructor during contracted activity. Instructors are to have forms available during contracted activities.

i) CONTRACTORS working with children 17 years of age and under are mandated reporters through the California Penal Code Section 11166.5. To report suspicions or concerns, contact Orange County Child Abuse Registry (714) 940-1000. For more information contact the CITY Recreation Coordinator.

j) CONTRACTOR will never leave the class location until all the participants under the age of 18 have been picked up by their parent/legal guardian(s). If the parent/legal guardian has not picked up their child in a timely manner, please notify the Recreation Front Desk Staff to contact the parent/legal guardian. Under no circumstance shall a minor be left unattended following the conclusion of a class.

III. COMPENSATION

A. CONTRACTOR shall submit a Contract Instructor Payment Request by the Wednesday of the week (before 10:00 a.m.) following the final session of the class, and the CITY will pay CONTRACTOR within fourteen (14) working days, an amount equal to **70%** of the total enrollment fees collected, minus the non-resident fee.

B. CONTRACTOR'S pay will not be processed until the Contract Instructor Payment Request has been received by the CITY.

C. CONTRACTOR'S payment may be delayed up to two (2) weeks if required Contract Instructor Payment Request is submitted after the deadline.

IV. TERM

The terms of this agreement shall commence on MARCH 1, 2024 and shall end DECEMBER 31, 2024. The CONTRACTOR may terminate this agreement at any time providing written notice at least 30 days prior to the projected start date of the next quarter. It is understood that the CITY can terminate this agreement at any time without cause (including updating the contract). This is subject to payment to the CONTRACTOR for services rendered prior to the date of termination. Occasionally, the CITY may have to cancel or postpone an activity or class due to unexpected events.

[END – SIGNATURE PAGE FOLLOWS]

RFP - INSTRUCTIONS AND CONDITIONS

Executed in San Clemente, California, on the date first above written by the parties duly authorized officers.

Contractor Name	Contractor Signature	Date
-----------------	----------------------	------

Recommended Approvals:

<hr/> Megan Kleinert Recreation Coordinator	Date	<hr/> Carrie Brill Recreation Supervisor	Date
--	------	---	------

EXHIBIT "A"

GENERAL REFUND POLICY

All refunds must be requested in writing. An \$8.00 refund processing fee will apply per person, per class. No refunds or credits will be issued after the second class meeting. Non-attendance in a program is not grounds for a refund. Regardless of your payment method, all refunds will be issued in the form of a check within 3-4 weeks. When courses are canceled by the City, a full refund will be issued. The City of San Clemente assumes no responsibility for the reimbursement/refund of any material fee collected by the instructor.

Class Refund Policy: All refund requests must be received before the start of the second class meeting.

Camp & Swim Lesson Refund Policy: For all Swim Lesson courses and courses that are one week or less in length, the following criteria apply:

- If a refund request is received 72-hours before the start of the course/camp, a refund, less processing fee, will be provided.
- If a request is received less than 72-hours in advance, no refund or credit will be issued.

Workshop Refund Policy: For a course that is one day in length, the following criteria apply:

- If a refund request is received 24-hours before the start of the course, a refund, less processing fee, will be provided. If a request is received less than 24-hours in advance, no refund or credit will be issued.

EXHIBIT "B"

GENERAL PARTICIPANT CODE OF CONDUCT

All participants and spectators are expected to exhibit appropriate behavior at all times while attending any program or activity conducted or sponsored by the City of San Clemente Recreation Division. The following guidelines are designed to provide safe and enjoyable activities for all participants.

- Be respectful of all participants and program staff.
- Be respectful of city facilities and city property.
- Refrain from abusive, defamatory, or foul language.
- Refrain from causing bodily harm to self, other participants, or program staff.
- Verbal or physical threats will not be tolerated.
- Follow non-smoking policies, city ordinances, and municipal codes.
- Maintain an acceptable standard of personal hygiene.
- Appropriate attire is required and may include uniforms, class apparel, and proper swimwear.
- Participants who are under the influence of illegal drugs or are intoxicated are prohibited from participating.

Failure to follow these rules may result in denial of program participation privileges. The City of San Clemente is dedicated to maintaining a safe, healthy atmosphere in which to live, work, and play

ADDENDUM TO AGREEMENT

WHEREAS, City of San Clemente, a municipal corporation ("City"), and _____, and independent contractor ("Contractor"), are parties to an Recreation Contract Instructor Agreement thereto ("Agreement") dated **March 1, 2024** the terms of which are incorporated herein and except as amended herein shall remain in full force and effect; and

WHEREAS, City and Contractor (each a "Party" and together the "Parties") wish to amend the Agreement to provide further rights and responsibilities of the Parties with regard to the services rendered to User by City and User's payment to City therefore.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

I. The Agreement shall be amended such that Contractor shall abide by and take into account the following measures during the course of its operations and shall be subject to the below additional terms and conditions:

A. Instructors Credentials/Certifications (Minimum Requirement)

1. Must provide current CPR certification documents. Minimum requirement: American Red Cross Adult CPR/AED (or equivalent).
2. Contract holder must hold a United States Masters Swimming Coach Certification, USMS Coach Level 2-4 desirable.

B. Course Schedule

1. Must be able to attend morning programing during the week days 5:30am-7:30am, Monday-Friday.
2. Must be able to provide in-person support for the Masters Swim program exclusively from the pool deck.

C. Experience

1. Two years of experience working as a swim coach or swim instructor.
2. Two years successful history of working with adults.

D. Location of Class

1. Must conduct class in specified location per session. Lane allocation will not be altered, unless swimmer lane minimums are not met or the Recreation Division has specifically required this as a safety precaution for pool water conditions.
2. Instruction in water may not begin until lifeguard is on duty.

E. Knowledge and Abilities

1. Knowledge of periodization training for various abilities of swimmers.
2. Ability to write effective swim workouts.

3. Knowledge of stroke technique, and the ability to correct and develop all four competitive strokes, as well as starts, turns and transitions.

F. Duties and Responsibilities

1. Plan and administer weekly swim workouts, while correcting and developing swimming form and technique.
2. Engage participants in interactive swim practices while maintain the safety of participants in the pool and enforcing safety rules while coaching.
3. Report to the Aquatic Center prior to class/program start, and be prepared to coach on-time.
4. Communicate with program participants.
5. Maintain swim equipment utilized by the class and communicate with aquatic management on repairs or replacements, as needed.

This Addendum, together with the Agreement constitutes the entire understanding between the Parties hereto with regard to the subject matter contained herein and may be modified only by the written consent of both Parties hereto.

The Parties certify that the terms on this and the prior pages have been read and that the undersigned agree to the terms of this Addendum as written on behalf of his or her organization or business and represents that he / she is authorized to execute on behalf of the party so indicated.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date first below written and have caused this Addendum to be incorporated into the Agreement between the Parties.

Contractor Representative

City Representative

Contractor Signature

Signature
Megan Kleinert, Recreation Coordinator

Contractor Name Typed or Printed

Date

Date