

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH
AND WATERFRONT EDUCATION**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Waterfront Education, a California nonprofit corporation for the public benefit ("Contractor").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular, part-time or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said

inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

4. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
5. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
6. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
7. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
8. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

9. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for all authorized work satisfactorily performed prior to the effective date of termination. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City.
10. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Contractor's breach of this Agreement.
11. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
12. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the

City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

- 13. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 14. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 15. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, as well as the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, non-discrimination laws, prevailing wage laws, and public health laws. This includes adherence to all applicable public health orders, safety protocols, and guidelines issued by federal, state, or local authorities.
- 16. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 17. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall

not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

18. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
19. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
20. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
21. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
22. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
23. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
24. Time of Essence. Time is of the essence of this Agreement.
25. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

26. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
27. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
28. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
29. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
30. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
31. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
32. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
33. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor

warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

34. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

35. Live Scan Fingerprinting. Contractor (including any individual owning 25% or more of the ownership interest in Contractor or 25% or more the voting control of Contractor in the event Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall complete Live Scan fingerprinting administered through the City's police department prior to the performance of services under this Agreement. Further, Contractor shall provide the City a list of all individuals (employees, consultants, independent contractors or otherwise) performing any services on behalf of Contractor under this Agreement and shall cause, at Contractor's sole cost and expense, each listed individual to obtain Live Scan fingerprinting at a local Live Scan site and deliver all results and reports obtained through Live Scan to the City prior to the performance of services by each applicable individual. At all times during the term of this Agreement, Contractor represents and warrants that it will keep its personnel list current and promptly notify the City of any additional alerts Contractor receives from Live Scan regarding its listed personnel.


SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of April, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light, Mayor

WATERFRONT EDUCATION,
a California nonprofit corporation for the
public benefit

By:  Signed by:
1F1C9B2AD7CF49C...
Name: Julie L. Coll
Title: Executive Director

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. CONTRACTOR'S DUTIES

1. Contractor shall instruct public recreational sailing, and other water-based activities which may include, but are not limited to, kayaking, standup paddle boarding, and fishing through instructional classes and/or camps. These programs shall serve the public interest by expanding access to water-based recreation fostering community engagement, and promoting safe and responsible participation in water-based activities, including equitable access for underserved populations.
2. Contractor shall adhere to all requirements outlined in the City's Contract Class Instructor Manual Guidelines, attached hereto as Attachment "A-1".
3. Contractor shall acknowledge, agree, and represent that it will conduct a public recreational sailing club using Contractor's vessels docked and launched from slips F1-13 and F1-14 at the Portofino Marina, as required by the Coastal Commission. Contractor shall further acknowledge that compliance with these requirements is solely between Portofino Hotel Partners, LP and the Contractor, and that the City shall not enforce or assume any responsibility for compliance with such requirements. This sailing club is an independent activity conducted by the Contractor and is not a service provided to or sponsored by the City under this Agreement.
4. Contractor shall conduct all other water-based activities in designated areas appropriate for safe instruction, as determined by the Contractor and the City.
5. Contractor shall ensure all instructors possess and maintain all required certifications to conduct safe and educational classes throughout the term of this Agreement.
6. Contractor shall promote a safe and harassment free environment at all times.
7. Contractor shall ensure each class participant signs the Release of Liability form prior to participating in any activity. Contractor shall submit the signed Release of Liability forms with each invoice.
8. Contractor shall ensure all instructors and personnel involved in class instruction shall complete Live Scan through the City's Police Department as described in Section 34 of this Agreement prior to performing any work under this Agreement.

9. Contractor shall reserve the right to cancel and/or reschedule a class/camp only in the event of:
 - a. Unsafe inclement weather (e.g., severe wind, heavy storms, and unsafe currents).
 - b. Other hazardous conditions affecting participant safety (e.g., equipment failure).
 - c. Other reasons that are covered in the Contract Class Instructor Manual, such as illness or emergency.
10. Contractor shall adhere to all cancelation policies outlined in Attachment "A-1".
11. Contractor shall have exclusive use of slips F1-13 and F1-14 at the Portofino Marina and not be charged any rental payments for the duration of this Agreement, subject to the Portofino Hotel Partners, LP's compliance with the Coastal Development Permit, which requires Portofino Hotel Partners, LP to not charge any rental fee for such use. Contractor acknowledges that the City has no role in enforcing or ensuring Portofino Hotel Partners, LP's compliance with the Coastal Development Permit. Contractor shall be responsible for all associated costs for these slips, including but not limited to, utilities, maintenance, and insurance.

B. CITY'S DUTIES

1. City will coordinate with Portofino Hotel Partners, LP to arrange for the Contractor to have exclusive use of slips F1-13 and F1-14 at the Portofino Marina. City will not be responsible for enforcing, monitoring, or ensuring compliance with any Coastal Commission requirements related to such use.
2. City will reserve the right to modify the class days and/or times for each session. However, no changes to the class days and/or times will be made without the written approval of the Contractor.
3. City will reserve the right to inspect and access the boats and deck boxes as necessary for maintenance or emergency purposes. For non-emergency, the City will provide the Contractor with at least 24 hours prior notice.

ATTACHMENT “A-1”

CONTRACT CLASS INSTRUCTOR MANUAL GUIDELINES

The Contract Class Instructor Manual Guidelines are attached.

CONTRACT CLASS INSTRUCTOR MANUAL



City of Redondo Beach
Community Services Department

To enrich and improve the quality of life in Redondo Beach by providing excellent programs, opportunities, services and facilities that meet the needs of the community.



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CONTRACT CLASS INSTRUCTORS POLICIES AND PROCEDURES

PLEASE NOTE, IN THIS MANUAL, THE TERM “CLASS” REFERS TO ALL OFFERED CLASSES AND CAMPS IN THE CONTRACT CLASS PROGRAM. IN THIS MANUAL, THE TERMS “INSTRUCTOR” REFERS TO THOSE PROVIDING INSTRUCTION DURING THE CLASS/CAMP; “CONTRACTOR” REFERS TO THE INDIVIDUAL/COMPANY MANAGING THE AGREEMENT, THROUGHOUT THIS DOCUMENT, THE TERMS INSTRUCTORS AND CONTRACTORS ARE USED INTERCHANGEABLY. ALL POLICIES AND PROCEDURES THAT FOLLOW ARE FOR EVERY TYPE OF ACTIVITY PROVIDED THROUGH THE CONTRACT CLASS PROGRAM.

I. Independent Contractor Agreement

- A. Formal agreement that requires approval by the City Council. The agreement is developed by staff and the contractor and is customized for each Class offering.
- B. Once approved, instructors will go into an Independent Contractor Agreement with the City.
- C. **Live Scan Fingerprinting:**
Instructors and contractor, if applicable, must undergo Live Scan fingerprinting prior to the performance of services under the agreement. Co-Instructors, assistants, substitutes, and volunteers must be at least 18 years of age, undergo the same background check and Live Scan fingerprinting procedure as the primary instructor/owner, and be cleared before the class start date.
- D. A Business License (BL) is required to operate classes in the City of Redondo Beach. Contractors must apply for the BL annually at www.redondo.org/financialservices or call (310) 318-0603.
- E. Contractors must provide a current general liability Certificate of Insurance (COI) in accordance with the City's requirements before the execution of the agreement, and throughout the term of the agreement. Failure to do so



will result in an incomplete and/or invalid agreement or cause a delay in permitting performance of services.

- a. Minimum Coverage Amount must be \$2,000,000 per occurrence/\$4,000,000 per aggregate.
- b. Additional Insured must have the exact following text:

City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers.

415 Diamond Street

Redondo Beach, CA 90277

- F. Contractors do not have the exclusive right to teach a particular subject, activity, or to provide instruction at a particular location.
- G. The City of Redondo Beach offers a 70% instructor, 30% city fee split. All fees are collected by the City through the City's registration software. See page 9 for Contractor Invoices and Payments.
- H. Contract renewal is contingent upon an instructor's adherence to Contract Policies and Procedures, reviewal of class enrollments, and instructor's quality of performance.

II. Expected Services

- A. The Community Services Department will provide the following services for the contractor:
 - **Facilities:** Provide a suitable facility for the class, if necessary. Location may change at the discretion of the City, but every effort will be made to find a suitable location that meets the needs of the class.
 - **Newsletter Brochure:** Produce a digital publication (newsletter brochure) four (4) times a year describing the programs offered through the department.
 - **Enrollment and Registration:** Receive registrations, collect fees, approved class transfers, and process refunds.
 - **Marketing/Advertising:** Publicize the program digitally through news media, social media, and/or other sources, such as, promoting at all City Facilities.

B. Instructor/Contractor Duties:

- Conduct each class on the dates and times that are agreed during the submission process.
- Supply equipment and/or materials necessary to conduct the class unless otherwise agreed upon in the agreement.
- Conduct a professionally designed, organized, and high-quality program.
- Promote a safe and harassment free environment at all times.
- Provide student accountability by taking attendance for each class meeting.
- Review class rosters each of the first three classes/camp days to ensure participants are enrolled. **Instructor must remain aware of any transfers, drops, or additions.** This is important because participants that have enrolled have acknowledged and signed a Release of Liability Waiver. Those that have not registered through the City are not allowed to participate under any circumstances.
- Instructors are responsible for notifying the Recreation Coordinator if a class is cancelled and are responsible for contacting all participants to inform of the cancelation. The classes will not be automatically cancelled.

III. Facilities

- A. Returning classes receive priority scheduling for facilities.
- B. Please leave the room set up as it was found. Instructors are expected to clean up upon the completion of every class meeting, including, but not limited to, wiping away spills, washing the tabletops, remove debris from the floor, etc. Repeated complaints of poorly maintained classrooms, or any other City facility, may result in agreement termination.
- C. Doors, windows, and alarms are to be secured when leaving the building. If the instructor is the last person to vacate the building for the day, secure and double check ALL exterior doors at the facility. It is possible that other users

(sibling, parent, park visitor, etc.) may have entered the building during your class using a different point of entry.

- D. The consumption of alcohol and smoking of any kind at any City facility is strictly prohibited.

IV. Newsletter Brochure & Class Submission

- A. The City accepts applications for new instructors throughout the year. However, new classes are added to the City's programming on an as-needed basis during the creation of the quarterly newsletter.
- B. Community Services Newsletter Brochure: The Recreation Coordinator will send out a call for content via email with announced deadlines. If submission deadlines are missed, the contractor runs the risk of not being able to hold their class that season. The Community Services Department produces a newsletter four (4) times a year for the following seasons:

Season	Class Dates	Class Info. Submission
Winter Classes	January to Mid-March	Early July
Spring Classes	Late March- May	December
Summer Camps	June to August	December
Summer Classes	June to August	March
Fall Classes	Early September to November	May

- D. Returning classes receive priority for times and all new class proposals are approved on an as-needed basis and are dependent on facility availability.
- E. Scheduling of classroom facilities, class time, and locations for agreement classes must be done through the Recreation Coordinator prior to class registration. Requests for changes are not guaranteed. Any changes initiated without informing the Recreation Coordinator may result in immediate termination of the agreement.

- F. Material fees are not allowed and must be included in the class fee. No additional fees are permitted outside of the City's contracted class program.

V. Enrollment & Registration

- A. Instructors will receive login credentials to RecTrac registration software to access and print class rosters. The class roster will list the names, addresses, and telephone numbers of the students. Information listed on the class roster is confidential and may not be used for business purposes (or personal use) outside of the City's contracted class program. Instructors must run rosters each of the first three weeks of each session, to ensure their list is updated.
- B. All students must be registered before they may participate in class. In-class registrations are not allowed. Registration is available online any time during the enrollment period at www.redondo.org/classes or in person at the Community Services office at 1922 Artesia Blvd during office hours.
- C. Instructors must collect the Release of Liability Form from students *before* they may participate in class.
- D. Instructors will not be paid for students who do not properly register for a class and are not listed on the roster. Instructors should take roll call at the beginning of each class to ensure all students are properly registered. It is the instructor's responsibility to make sure all of their participants have paid the class fee.
- E. Classes will be monitored by the City for unpaid students/participants. If there are participants who have not registered with the City, are not on the roster, and are participating in the class, the Independent Contractor Agreement will be immediately terminated.
- F. Private instruction or services may not be solicited by the contract instructor with any class participants without prior approval of the Recreation Coordinator. All requests for approval must be submitted in writing.

- G. The City reserves the right to refund any class participant's program fee due to medical reasons, extraordinary situations, or customer dissatisfaction. The City has sole discretion on the issuance of refunds. In cases where the City issues a refund, a partial payment for the classes where instruction was given will be provided to the contractor.
- H. Instructors are responsible for notifying the Recreation Coordinator if a class is cancelled and are responsible for contacting all participants. The classes will not be automatically cancelled.
- I. If the City cancels the class due to low enrollment, or any other reason, the City is responsible to notify participants.

VI. Class Cancellations/Instructor Illness/Class Start Times

- A. If the minimum enrollment, determined by the instructor and the City at the time of class submission, has not been met one week prior to the start of class, the instructor or the City, has the option to cancel the class. The instructor must contact the Recreation Coordinator to notify of the cancellation at that time, at which time the Community Services Department will send cancellation notices to all registered students. If the instructor decides to hold the first class without meeting their minimum, the instructor must commit to teaching the class for the entire session.
- B. The Community Services Department reserves the right to cancel a class for any reason.
- C. Refunds or Household Account Credits are processed for students whose classes have been officially cancelled by the City of Redondo Beach.
- D. Classes with a history of cancellation or have regular low enrollments will not be approved for inclusion in subsequent quarterly newsletter brochures. **Additionally, classes with fees in excess of the industry's competitive market may not be considered for future sessions.**

- E. If minimum enrollment numbers are met, the instructor is expected to hold class.
- F. If an instructor must miss class due to illness or emergency, it is the instructor's responsibility to contact the Recreation Coordinator and/or the Community Services office at (310) 318-0610 to coordinate possible "make-up" times. **The instructor must make arrangements to contact students regarding the status of the class.** Illness or emergency (i.e. accident, family illness, etc.) are the only acceptable reasons for an instructor to miss a class. Other reasons may result in immediate termination of the agreement.
- G. Instructors are expected to arrive at least 10-15 minutes prior to start of class to allow time to set-up the room, prep for the lesson, greet participants, and begin instruction *on time*. Repeated complaints regarding instructor tardiness or absences may result in immediate termination of the agreement. If an instructor needs more than 15 minutes of prep time, they must inform the Recreation Coordinator to ensure facility availability.

VII. Emergencies/Accidents/Incident Reports

- A. Contact the Recreation Coordinator or onsite facility operator to identify the locations of an automated external defibrillator (AED) machine and fire extinguisher. If you do not know how to operate a fire extinguisher, contact the facility supervisor to receive instructions.
- B. If there is a medical emergency, call 911 immediately. You should only administer aid to the extent that you are professionally trained or certified in.
- C. All accidents and incidents involving the public, patrons, parents, participants, etc. must be reported to the Recreation Coordinator immediately. Instructors are required to complete and submit an Accident/Incident Report to the Recreation Coordinator within 24 hours of



the accident/incident. Reports are available through the Recreation Coordinator.

- D. Never discuss an accident or injury with others. Do not engage with reporters or any other patrons regarding the incident or injury. If they insist on speaking with someone, refer them to the Recreation Coordinator and then call the Recreation Coordinator immediately with pertinent information regarding the situation.

VIII. Invoice & Payment

- A. Invoices must be submitted to the designated Recreation Coordinator as early as the 4th week of class and/or by the end of the last class in the session (for example, the last day of a weekly camp), unless other arrangements have been made with the Recreation Coordinator. For prompt payment processing, instructors must review, sign, and return the Invoice along with the completed Release of Liability forms with the class attendance sheets.

Failure to provide proper documentation will result in delay of payment.

- B. The City collects a \$5 per class, per participant registration fee. This is collected on top of the advertised class/program fee. **This fee is not included in the instructor invoice or payment and is retained by the City to support administration of the class/camp program.** In addition, if a participant pays fees with a credit/debit card, the 3% credit card fee collected by the City, will not be included in the instructor invoice or payment.
- C. Payment will be issued within 6-8 weeks after the invoice is submitted and pending City Council approval. Contractors can request the expected date of issuance of payment.
- D. Payment is mailed directly to the address listed on the agreement unless otherwise indicated. As stated in the agreement, instructors operate independently from the City and are responsible for their own taxes.

Forms & Additional Information:

- A. New Class Proposal
- B. Class Submission Form
- C. RecTrac Instructions for the following:
 - How to print class rosters
 - How to create attendance sheet
- D. Release of Liability Form
- E. Invoice Form
- F. COI examples for required City verbiage

The City reserves the right to update these documents according to program needs. All forms are available in digital and fillable form upon request.



A. New Class Proposal



Community Services Department

1922 Artesia Boulevard
Redondo Beach, California 90278
www.redondo.org/recreation

tel: 310 318-0610
fax: 310 798-8273

NAME:

COMPANY NAME:

ADDRESS:

PHONE:

EMAIL:

WHAT TYPE OF CLASS WILL YOU BE PROPOSING?

CITY OF REDONDO BEACH REQUIRES AN INSURANCE FORM WITH \$2 MILLION PER OCCURRENCE, \$4 MILLION PER AGGREGATE AND AN ADDITIONAL ENDORSEMENT POLICY WHICH INDICATES WHAT IS LISTED BELOW:

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers
415 Diamond St
Redondo Beach, CA 90277

CITY OF REDONDO BEACH requires you to obtain a business license from the City of Redondo Beach or a business license in the City where your class(es) will be taught.

CITY OF REDONDO BEACH requires all instructors and their staff that work with City class participants to go through a Live Scan background check. Instructors are financially responsible for all Live Scan fees.

CITY OF REDONDO BEACH requires a 70% Instructor/30% City revenue share for the registration fees collected from participants.

Please return this proposal to:

Victoria Chang

Redondo Beach Community Services

1922 Artesia Blvd. Redondo Beach, CA 90278

Phone: 310-318-0610

E-mail: victoria.chang@redondo.org



B. Class Submission Form

TITLE OF CLASS						PLEASE TYPE YOUR NEW DESCRIPTION BELOW <input type="checkbox"/> My description has not changed in the last 12 months									
DESCRIPTION						(Only if new)									
<input type="checkbox"/>	TOTS														
<input type="checkbox"/>	YOUTH														
<input type="checkbox"/>	TEEN/ADULT														
<input type="checkbox"/>	SENIOR														
<input type="checkbox"/>	NEW														
Name of Instructor and Company:						Phone:		Email:							
Can we give out your contact information?						<input type="checkbox"/> Public Phone Number :		<input type="checkbox"/> Public Email:							
AGES	DAYS	START DATE/ END DATE	# OF WEEKS	START TIME	END TIME	FEE	CITY OR OFF SITE LOCATION (SPECIFY BELOW)	NO CLASS DATES	MIN #	MAX #	SELECT IF INFO IS THE SAME				
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
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							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
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							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
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							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
							<input type="checkbox"/> ON <input type="checkbox"/> OFF				<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	



C. RecTrac Instructions for the following:

- How to print class rosters
- How to create attendance sheet

Class Roster Example:

Page: 1 of 1

Roster w/o Email

Activity_Section: 2TEN1100_01 **JUNIOR TENNIS** **2024 Fall**
Dates: 09/16/24 Thru 11/18/24
Time: 3:30 pm - 4:30 pm
Location: Alta Vista Park

Section: **Max Count:** 8 **Enrolled:** 8 **Waitlist:** 2 **Status:** Active

Instructor(s):

Name	Age	Gender	Primary Phone	Enrollment Status	Waitlist Number
[REDACTED]	6.92	Female	[REDACTED]	Enrolled	0
[REDACTED]	7.67	Female	[REDACTED]	Removed	0
[REDACTED]	7.67	Female	[REDACTED]	Enrolled	0
[REDACTED]	9.00	Female	[REDACTED]	Removed	0

Attendance Sheet Example:

Page: 1 of 1

Class Attendance Worksheet

Actv/Sec: 2TEN1100-01 JUNIOR TENNIS

Date: 09/16/2024 **Thru:** 11/18/2024 **Meeting Days:** M **Activity Location:** Alta Vista Park
Time: 3:30 pm **Thru:** 4:30 pm **Primary Instructor:** **Activity Facility:** Court 8

SECTION: **Enrolled Count:** 8 **Max Count:** 8 **Min Count:** 2 **Waiting List:** 2

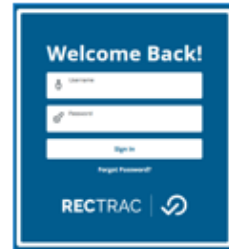
Enrollee Name	Numb	Fill In Phone	Attendance Checklist									
			09/16	09/23	09/30	10/07	10/14	10/21	10/28	11/04	11/11	11/18
[REDACTED]	1W	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[REDACTED]	2E	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[REDACTED]	3R	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[REDACTED]	4E	[REDACTED]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

How To Print Out Class Rosters & Attendance Sheets

Instructors will be provided with a RecTrac Login
(Generated by the Rec Coordinator)

Once logged in, Instructors will follow the directions below:

1. Click the Waffle Icon
(Located in the upper left corner)

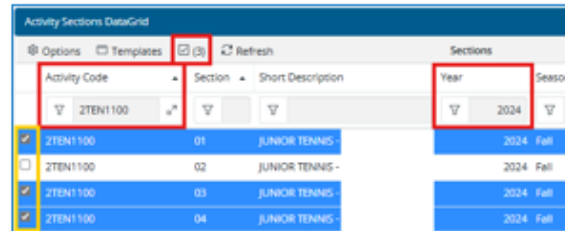


2. Click on the Roster Icon
(Tip: Click the star icon to add to Favorites)



3. Ensure the Check Box is set at 0 (zero)
(This will clear out previous rosters searches)

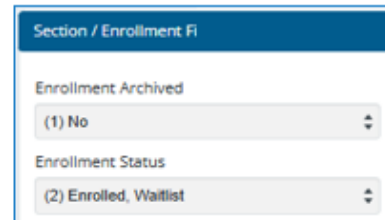
4. Type in the class Activity Code & Year
(Code is provided by Recreation Coordinator)



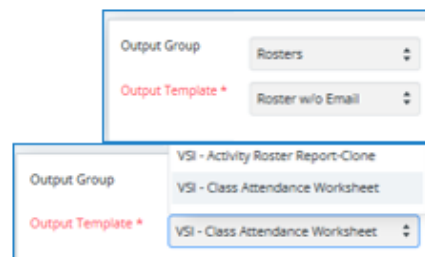
Activity Code	Section	Short Description	Year	Season
2TEN1100	01	JUNIOR TENNIS	2024	Fall
2TEN1100	02	JUNIOR TENNIS	2024	Fall
2TEN1100	03	JUNIOR TENNIS	2024	Fall
2TEN1100	04	JUNIOR TENNIS	2024	Fall

5. Check/Highlight all Sections needed
(Number of sections may vary)

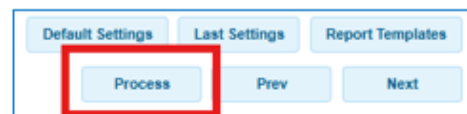
6. Change Enrollment Status – ADD Waitlist



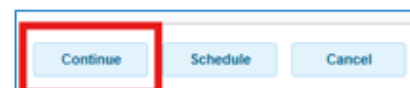
7. Select the Output Template need for the class
 - Roster w/o Email
 - VSI – Class Attendance Worksheet

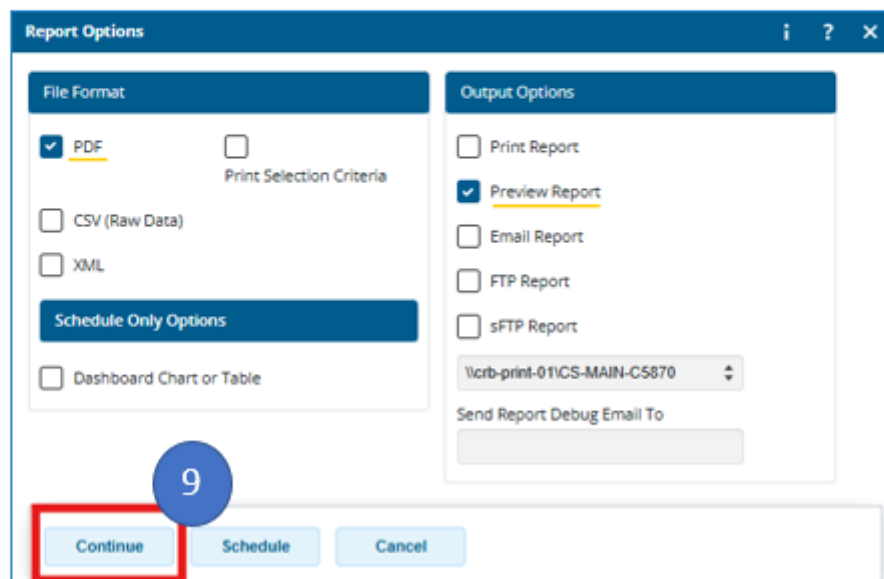
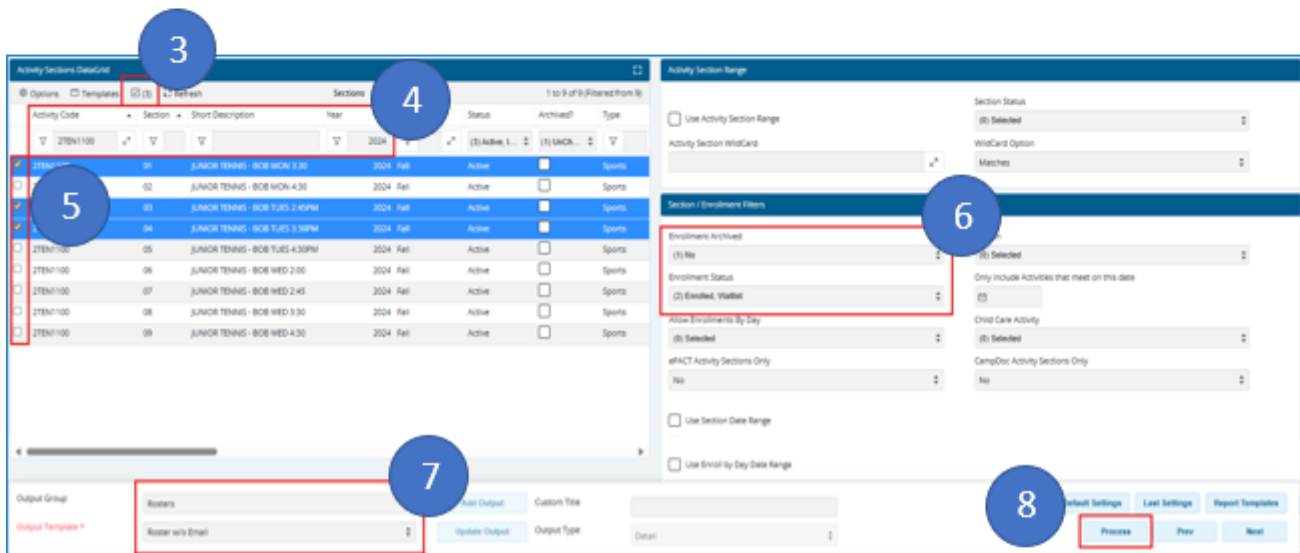
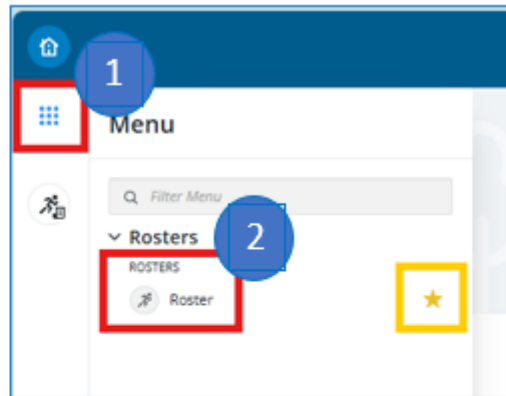


8. Click Process



9. Click Continue
(Pop out window)







D. Release of Liability Form



Class Name: _____

Session: _____

Instructor: _____

Release of Liability:
Signature of participant or parent required!

**AMATEUR RECREATION PROGRAMS AND CAMPS
RELEASE AND WAIVER OF LIABILITY
PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of your participation in City of Redondo Beach recreation programs, and related events and activities, you, the undersigned, acknowledges that the risk of injury including, but not limited to, exposure to viruses, is significant and does exist, regardless of implemented health and safety protocols, rules, equipment, training and personal discipline. Therefore:

1. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, and assume full responsibility for my participation;
2. I agree to comply with the stated and customary terms and conditions of participation. If I observe any unusual significant hazard during my presence or participation, I will either remove the hazard, if possible, or discontinue my participation and/or bring such hazard to the attention of the nearest official immediately; and
3. I, for myself, my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the City of Redondo Beach, their officers, officials, agents, employees, volunteers, other participants, sponsors, advertisers, and owners and lessors of premises used to conduct the programs, from any and all injury, disability, illness or other losses or damage to person or property.
4. Participants involved in City of Redondo Beach programs/ activities may be photographed and/or videotaped and such photographs/videos may be used in print and digital formats to publicize City of Redondo Beach programs, activities, and events.

I HAVE READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I give permission for his/her participation in the recreational program and for any necessary emergency medical treatment. I understand that the City of Redondo Beach has no obligation to supervise my child(ren) at the close of the recreation program and I release the City of Redondo Beach, its officers, employees, and agents from any liability resulting from the lack of supervision of my child(ren) at the close of the above program. I have read and understand the **RELEASE AND LIABILITY WAIVER** and consent and agree to his/her waiver, release and assumption of the risk as provided above. I release and agree to indemnify and hold harmless the City of Redondo Beach and associated persons from any and all liabilities for injury, illness, or damage to the above minor while participating in these programs.

Print Name	Signature	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		



E. Invoice Form



INVOICE

For Internal Use Only

Date Received: _____ Initial: _____

Vendor #: _____

Account #: _____

INVOICE TO:

CITY OF REDONDO BEACH COMMUNITY SERVICES | 1922 ARTESIA BLVD., REDONDO BEACH, CA 90278 | (310) 318-0610

INVOICE INFORMATION:

INVOICE #:

SESSION:

☐

Spring

☐

Summer

☐

Fall

☐

Winter

FROM:

CHECK PAYABLE TO:

BILLING ADDRESS:

☐

Check if address is new/updated

PRIMARY PHONE:

EMAIL:

INVOICED CLASS/CAMP INFORMATION:

Please use page 2 to include any classes that do not fit on page 1

Class Number	# of Participants	Class/Camp Fee*	Total

Please Note: If the form has errors or missing information, the City of Redondo Beach will require Contractors to revise and resubmit.

*Class/Camp Fee should not include the \$5.00 registration fee and 3% credit card fee.

I certify that this INVOICE and any Supplemental Invoice Form are an accurate accounting of monies due to me.

☐

Check if submitting the Supplemental Invoice Form

TOTAL FOR ALL CLASSES:

70% TOTAL DUE:

Signature

Date

Submission Information: The invoice is to be emailed to Carrie.Diaz@redondo.org (cc: Victoria.Chang@redondo.org) along with the signed Release of Liability Form. Please follow up if you do not receive a confirmation email back from Carrie within 3-5 business days after initial invoice submission.

For Internal Use Only

Coordinator Approval: _____ Date: _____ Manager Approval: _____ Date: _____

Staff Notes:

Page 1 of 2



SUPPLEMENTAL INVOICE FORM

INVOICE INFORMATION:

INVOICE #:

SESSION:

☐

Spring

☐

Summer

☐

Fall

☐

Winter

SUPPLEMENTARY INVOICE FORM

INVOICED CLASS/CAMP INFORMATION:

Class Number	# of Participants	Class/Camp Fee*	Total

**Totals will be added to main Invoice if Form Filler PDF is used.

Please Note: If the form has errors or missing information, the City of Redondo Beach will require Contractors to revise and resubmit.

*Class/Camp Fee should not include the \$5.00 registration fee and 3% credit card fee.

I certify that the INVOICE and this Supplemental Invoice Form are an accurate accounting of monies due to me.

Signature

Date

F. COI examples for required City verbiage

Certificate of Insurance

{Minimum Requirements and Information}

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)

MINIMUM LIMITS OF INSURANCE

General Liability: Minimum coverage amount of \$2,000,000

- The \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- The \$4,000,000 general aggregate limit shall apply separately to this project.

OTHER INSURANCE PROVISIONS

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- Additional Insured Endorsement (commonly referred to as an AI)
- Must state the following:

City of Redondo Beach, its officers, elected and appointed officials, employees, City of Redondo Beach and volunteers.
415 Diamond Street
Redondo Beach, Ca 90277




CERTIFICATE OF INSURANCE ENDORSEMENT
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

				Certificate #	
FACILITY OWNER - Additional Insured: (if multiple, continued on next page)				PRODUCER:	CA License #0757776
City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers. 415 Diamond Street Redondo Beach, CA 90277				HUB International Insurance Services Inc. 000 Executive Parkway, Suite 300 San Ramon, CA 94583 H: 925 609 6500 FX: 925 609 6550 speialevent@hubinternational.com	
EVENT HOLDER - Named Insured: (if multiple, continued on next page)				EVENT INFORMATION	
(Your information will be printed here)				TYPE OF EVENT:	
				EVENT DATE(S):	
				EVENT LOCATION(S):	(Address will vary based on the facility of your reservation)
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.					
INSURER A:		COLONY INSURANCE COMPANY			
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits
A	Commercial General Liability	103 GL 0021111	(Dates will vary based on your event)		Each Occurrence \$2,000,000 General Aggregate \$4,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations Aggregate \$4,000,000 Damage to Premises Rented to You \$1,000,000 Medical Payments \$5,000 Liquor Liability Each Occurrence (Aggregate included in General Liability Aggregate) (May be required at certain facilities)
COVERAGE TERMS:					
Occurrence Form (CG 0001)		The coverage afforded by this insurance is primary and non-contributing with any insurance held by the "Additional Insured" as Named Insured, when the "Additional Insured" is shown on this Certificate of Insurance Endorsement as "Additional Insured" or WHEN REQUIRED BY WRITTEN CONTRACT.			
Host Liquor Liability <u>included</u> .					
Full Liquor Liability Included <u>when a separate premium has been charged</u> .					
COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)					
- Communicable Diseases - Sexual Abuse & Molestation - Terrorism		Specific Events are excluded from coverage. Please see second page for list of excluded events. On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).			

~ Additional Insureds, next page ~



Second Page of Certificate		Certificate #	
OTHER ADDITIONAL INSURED(S):			
1	(You can add additional Vendors that will need to be covered within your COI)		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
<small>CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.</small>			
AUTHORIZED REPRESENTATIVE:			DATE ISSUED: 4/1/2024



REDONDO
BEACH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C No., Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGE AS BLENDED \$
							EXEMPTED (Ea occurrence) \$
							PROD EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUS-TOES LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> M <input type="checkbox"/> A					E.L. DISEASE - EA EMPLOYER \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.

415 Diamond Street

Redondo Beach, Ca 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers. 415 Diamond Street Redondo Beach, Ca 90277
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on April 15, 2025 and expire on April 14, 2027, unless otherwise terminated as herein provided.

EXHIBIT "C"
COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. AMOUNT

1. **Registration Fees and Adjustments.** Contractor shall ensure that participants pay all fees for each class by the Contractor under this Agreement. Said fees shall be deemed "Registration Fees". The City will set and adjust the Registration Fees at its sole discretion, with any fee adjustments published in the City's Quarterly Newsletter. In no event shall the Contractor charge additional fees outside of the fees described herein.
2. **Fee Collection.** City shall collect and account for the Registration Fees and distribute them as follows:
 - a. Contractor shall receive seventy percent (70%) of the Registration Fees.
 - b. City will retain thirty percent (30%) of the Registration Fees.
3. **Additional Fees.** Upon each participant's registration for a class, City shall collect an additional five-dollar fee ("Additional Fee"), which shall not be subject to the 70/30 fee split, and shall be retained by the City. If participant pays via credit or debit card, the 3% merchant fee shall be absorbed by the City and shall not affect the Contractor's compensation outlined in this Exhibit "C".

B. NOT TO EXCEED AMOUNT. In no event shall Contractor's total compensation exceed \$34,900 during the term of this Agreement.

C. METHOD OF PAYMENT. Contractor shall provide the City with a roster of the Registration Fees collected and the amount due to the City. Contractor shall submit an invoice the third week of the class to the Community Services Department at the address and party provided in Section E of this Exhibit "C". Invoices shall include:

1. Date and location of the class.
2. Number of class sessions.
3. Total number of registered participants.
4. Calculation of Contractor's 70% share of Registration Fees.
5. Total amount due to the Contractor.

Invoices shall be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the signed Release of Liability forms. Contractor may be required to provide back-up material upon request.

D. **PAYMENT SCHEDULE.** City agrees to pay Contractor within thirty (30) days of receipt of invoice; provided, however, that services are completed to the City's full satisfaction.

E. **NOTICE.** Written notices to City and Contractor shall be given by email, registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Contractor: Waterfront Education
P.O. Box 10003
Torrance, CA 90505
Attention: Julie Coll
Email: Julie.coll@waterfronteducation.org

City: City of Redondo Beach
Community Services Department
1922 Artesia Blvd.
Redondo Beach, CA 90278
Attention: Community Services Department, User Pay
Email: Carrie.diaz@redondo.org

With a copy to:

Email: Victoria.chang@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain 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 hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



KINGHAR-02

DMCCARTHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clarke Marine Insurance Agency 245 Fischer Avenue Suite D-8 Costa Mesa, CA 92626	CONTACT NAME: PHONE (A/C, No, Ext): (714) 444-2679 FAX (A/C, No): (714) 444-0176 E-MAIL ADDRESS: info@cmgis.com														
INSURED Waterfront Education 1304 Mackay Lane Redondo Beach, CA 90378	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B : Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Kinsale Insurance Company	38920	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	36069646	5/3/2024	5/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36069646	5/3/2024	5/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			56726600	2/3/2025	5/3/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	71754265	5/3/2024	5/3/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	YACHT Water Cov			7324297	5/3/2024	5/3/2025	P&I 1,000,000
B	Errors & Omissions			0100352216-0	2/20/2025	2/20/2026	Per Claim (\$2M Agg) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 days notice of cancellation / 10 days for non-payment of premium

Marine General Liability Included:

Effective: 5/3/2024 through 5/3/2025
Limit of Liability: \$1,000,000 Per Claim / \$2,000,000 Policy Aggregate
Defense: Inside Policy Limit
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach its officers, elected and appointed officials, employees, an 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Clarke Marine Insurance Agency		NAMED INSURED Waterfront Education 1304 Mackay Lane Redondo Beach, CA 90378
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

City of Redondo Beach Including the City, its officers, elected and appointed officials, employees, and volunteers are named additional insured as respects to general liability only per contract or agreement when required. Insurance afforded is primary and non-contributory.

Endorsement

<i>Policy Period</i>	May 3, 2024 through May 3, 2025
<i>Effective Date</i>	May 3, 2025
<i>Policy Number</i>	3598-71-21 ECE
<i>Insured</i>	WATERFRONT EDUCATION
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	March 15, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

THE CITY OF REDONDO BEACH, IT'S OFFICERS, ELECTED AND
APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE HEREBY
NAMED ADDITIONAL INSURED WITH RESPECT TO ANY LIABILITY,
EXCEPT FOR WORKERS COMPENSATION, ARISING OUT OF WORK OR WITH
SUCH WORK OR OPERATIONS, IF REQUIRED BY WRITTEN CONTRACT.
1922 ARTESIA BOULEVARD REDONDO BEACH, CA 90278

All other terms and conditions remain unchanged.

Authorized Representative

