

# CITY OF SANTA BARBARA



## REQUEST FOR PROPOSALS RFP No. 4057

Title: Plaza Vera Cruz Licensee

Issue Date: December 1, 2021

Proposals Due on:  
December 21, 2021  
On or Before: 4:00pm

## **REQUEST FOR PROPOSAL**

Notice is hereby given that proposals for **RFP No. 4057** shall be received to furnish and deliver **structured recreational activities and programs for all ages at Plaza Vera Cruz** per the attached terms, conditions and specifications. **PROPOSERS MUST BE REGISTERED ON THE CITY OF SANTA BARBARA'S PLANETBIDS PORTAL IN ORDER TO RECEIVE ADDENDUM NOTIFICATIONS AND TO SUBMIT A PROPOSAL.** If any Addendum issued by the City is not acknowledged online by the Proposer, the PlanetBids System will prevent the Proposer from submitting an RFP. **Proposers are responsible for obtaining all addenda from the City's PlanetBids portal.**

Proposals will be received electronically until **4:00 P.M. Pacific Daylight Time, December 21, 2021.** **The receiving deadline is absolute.** Allow time for technical difficulties, uploading, and unexpected delays. **It is the proposer's responsibility** to submit their proposal with sufficient time to be received by PlanetBids prior to the receiving date and time. Large files may take more time to be submitted/uploaded to PlanetBids so plan accordingly. The receiving time at on PlanetBids' server will be the governing time for acceptability of proposals. **Late or incomplete RFPs will not be accepted.** If further information is needed, submit questions through Q&A tab in the PlanetBids Portal.

**PlanetBids Technical Support - In the event of technical difficulties during the uploading process, please contact the Planet Bids, Online system team (M-F, except holidays, from 5 a.m. to 5 p.m., Pacific Time) at 818-992-1771**

### **FAIR EMPLOYMENT PRACTICE ACT**

LICENSEE agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no LICENSEE, material supplier or vendor shall, by reason of age (over 40), ancestry, color, mental or physical disability, sex, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, or sexual orientation, discriminate against any person who is qualified and available to perform the work to which such employment relates. The LICENSEE further agrees to be in compliance with the City of Santa Barbara's Nondiscriminatory Employment Provisions as set forth in Chapter 9 of the Santa Barbara Municipal Code.

# Contents

<b>I. INTRODUCTION .....</b>	<b>4</b>
1. <b>PURPOSE .....</b>	<b>4</b>
2. <b>BACKGROUND &amp; LOCATION .....</b>	<b>4</b>
3. <b>INQUIRIES/CLARIFICATIONS.....</b>	<b>4</b>
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>4</b>
1. <b>RECEIVING TIME/LATE PROPOSALS .....</b>	<b>4</b>
2. <b>ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>4</b>
3. <b>INCURRING COST .....</b>	<b>4</b>
4. <b>PRIME LICENSEE RESPONSIBILITY .....</b>	<b>4</b>
5. <b>PROPOSER’S RIGHTS TO WITHDRAW PROPOSAL .....</b>	<b>5</b>
6. <b>PROPOSAL OFFER FIRM.....</b>	<b>5</b>
7. <b>BEST AND FINAL OFFER.....</b>	<b>5</b>
8. <b>DISCLOSURE OF PROPOSAL CONTENTS.....</b>	<b>5</b>
9. <b>NO OBLIGATION .....</b>	<b>5</b>
10. <b>TERMINATION .....</b>	<b>5</b>
11. <b>GOVERNING LAW .....</b>	<b>6</b>
12. <b>ORAL CHANGES AND BASIS FOR PROPOSAL .....</b>	<b>6</b>
13. <b>CONTRACT TERMS AND CONDITIONS.....</b>	<b>6</b>
14. <b>PROPOSER’S TERMS AND CONDITIONS .....</b>	<b>6</b>
15. <b>RIGHT TO WAIVE MINOR IRREGULARITIES.....</b>	<b>6</b>
16. <b>LICENSE AWARD .....</b>	<b>6</b>
17. <b>RECORDS AND AUDITS .....</b>	<b>6</b>
18. <b>ENFORCEMENT OF CONTRACT/WAIVER.....</b>	<b>6</b>
19. <b>CLARIFICATION.....</b>	<b>7</b>
<b>III. RESPONSE FORMAT AND ORGANIZATION.....</b>	<b>7</b>
1. <b>PROPOSAL REQUIREMENTS .....</b>	<b>7</b>
2. <b>PROPOSAL FORMAT .....</b>	<b>7</b>
<b>V. EVALUATION.....</b>	<b>11</b>
1. <b>EVALUATION .....</b>	<b>11</b>
2. <b>EVALUATION FACTORS .....</b>	<b>11</b>
3. <b>EVALUATION PROCESS .....</b>	<b>11</b>
<b>ATTACHMENT A – SITE MAP.....</b>	<b>12</b>
<b>ATTACHMENT B – OPERATING RESPONSIBILITIES AND BEST PRACTICES .....</b>	<b>13</b>
<b>ATTACHMENT C – NON-COLLUSION DECLARATION .....</b>	<b>16</b>
<b>ATTACHMENT D – SAMPLE CONTRACT.....</b>	<b>17</b>
<b>ATTACHMENT E – CODE OF CONDUCT .....</b>	<b>25</b>

## I. INTRODUCTION

The City of Santa Barbara (“City”) is a coastal city. The City is a full service city serving approximately 92,000 residents. The City is located on California’s central coast in southern Santa Barbara County, approximately 90 miles northwest of Los Angeles. The City lies between the Pacific Ocean and the Santa Ynez Mountains. The primary access to and from the City is U.S. Highway 101.

The City desires to prevent an over-utilization of publicly owned property with structured recreational activities and programs for all ages in order to minimize the detrimental turf, landscape, visual, traffic, and neighborhood effects of too many licensees, and overuse.

The City desires to regulate licensees utilizing publicly owned park locations in order to ensure the public health and safety and to recover, in part, the cost of municipal services made necessary by the letting of such items.

### 1. **Purpose**

The City of Santa Barbara (City) is seeking proposals from successful licensees for the operation of the Plaza Vera Cruz license area.

### 2. **Background & Location**

The City has authorized an area of Plaza Vera Cruz (**ATTACHMENT A**) to be licensed for the purpose of conducting year round structured recreational activities, programs, camps, classes, and community performances for all ages, corporate events, and sales of merchandise.

### 3. **Inquiries/Clarifications**

**Questions and answers shall be submitted through the City’s PlanetBid portal, Q&A tab until 12:00 p.m. (Noon), December 15, 2021.** The City will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. Any questions the City feels are pertinent to all interested proposers will be answered in writing to all participating proposers.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This procurement will be conducted in accordance with the City of Santa Barbara procurement codes and procedures.

### 1. **Receiving Time/Late Proposals**

It is the responsibility of the proposer to submit their proposal with sufficient time to be received by PlanetBids prior to the opening date and time. **Late or incomplete proposals will not be accepted.**

PlanetBids Technical Support - In the event of technical difficulties during the uploading process, please contact the Planet Bids, Online system team (M-F, except holidays, from 5 a.m. to 5 p.m., Pacific Time) at 818-992-1771

### 2. **Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the procurement in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

### 3. **Incurring Cost**

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Any cost incurred by the offeror for set up and demonstration or for interviews shall be borne solely by the offeror.

### 4. **Prime LICENSEE Responsibility**

Any contract that may result from the RFP shall specify that the prime LICENSEE is solely responsible for fulfillment of the contract with the City. The City will make contract payments only to the prime LICENSEE.

**5. Proposer's Rights to Withdraw Proposal**

Proposers's will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals by submitting a written withdrawal request to the City's Contact.

**6. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for 90 days after the due date for receipt of proposals or 60 days after receipt of a best and final offer if one is requested.

**7. Best and Final Offer**

The City reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the City. Information from competing proposals will not be disclosed.

**8. Disclosure of Proposal Contents**

All proposals submitted in response to this RFP will become the property of the City of Santa Barbara and may be a matter of public record subject to the State of California Public Records Act (California Government Code Section 6250 et seq.).

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made and the contract negotiations completed, all proposals will become a public record. Under the California Public Records Act, any information submitted with a response is a public record subject to disclosure unless a specific exemption applies. The City assumes no responsibility for protecting the confidentiality of materials submitted by vendors as part of their proposals. In the event a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted.

If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has identified material within the proposal as confidential in accordance with the preceding paragraph, the City will provide the vendor with prompt notice of the request in order to allow the vendor an opportunity to seek a protective order or other appropriate remedy in order to prevent the disclosure of the material identified as confidential. It is the vendor's responsibility to advise the City of the vendor's intent to seek a protective order or to advise the City of the vendor's decision to waive the opportunity to seek a protective order in a timely fashion in order to allow the City an opportunity to comply with any applicable deadlines for disclosure. If a protective order or other remedy is not obtained by the vendor in a timely fashion or the vendor waives the opportunity to seek a protective order, the City may disclose the vendor's entire proposal in accordance with the California Public Records Act or other applicable law.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. If the City receives a request from a third party for a copy of the vendor's proposal pursuant to the California Public Records Act or another applicable public disclosure law and the vendor has not identified any material within the proposal as confidential, the City will treat the entire proposal as a public record subject to disclosure. Ultimately, it is the proposer's obligation and expense to protect information that the vendor claims is confidential.

**9. No Obligation**

The request in no manner obligates the CITY to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities.

**10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City of Santa Barbara.

**11. Governing Law**

This procurement and any Contract with proposer that may result shall be governed by the laws of the State of California.

**12. Oral Changes and Basis for Proposal**

Do not rely upon oral explanations. Changes and addenda will be issued in writing. Only information supplied by the City in writing through the Purchasing Department, the City's Contact, or in this RFP should be used as the basis for the preparation of proposals.

**13. Contract Terms and Conditions**

The contract between the City and a LICENSEE will follow the format specified by the City and contain the terms and conditions set forth in Appendix A, "Contract Terms and Conditions." However, **the City reserves the right to negotiate with a successful proposer the final provisions or provisions in addition to those contained in this RFP.** The contents of this RFP, as revised and/or supplemented, and the successful proposal will be incorporated into and become part of the contract.

Should a proposer object to any of the City's terms and conditions, as contained in this Section or in Appendix A, that proposer must propose specific alternative language. The City may or may not accept the alternative language. General references to the proposer's terms and conditions or attempts at complete substitutions are not acceptable to the City and may result in disqualification of the proposer.

Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording.

**14. Proposer's Terms and Conditions**

Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City.

**15. Right To Waive Minor Irregularities**

The City reserves the right to waive minor irregularities and the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

**16. License Award**

Proposal will be evaluated by Committee comprised of City staff and may include outside consultants. The Evaluation Committee will make an award recommendation. This contract shall be awarded to the proposer or proposers whose proposal received the most points. Proposers will be notified when the award is being made.

**17. Records and Audits**

The LICENSEE shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Contract, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Contract and shall be subject to inspection by CITY. The CITY shall have the right to audit any billings or examine any records maintained pursuant to this Contract both before and after payment. Payment under this Contract shall not foreclose the right of CITY to recover excessive and/or illegal payments.

**18. Enforcement of Contract/Waiver**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless expressed in writing and signed by the party alleged to have granted the waiver. A waiver by a party of any of its rights shall not be effective to waive any other rights.

**19. Clarification**

The City may contact the proposer for clarification of their response.

**III. RESPONSE FORMAT AND ORGANIZATION**

**1. Proposal Requirements**

Proposals shall be submitted electronically and must be concise, well organized, and demonstrate the vendor’s understanding of the Scope of Work and the qualifications of key personnel. Proposals shall include, at a minimum, the information listed below.

**2. Proposal Format**

Format your responses to this RFP in the following order to facilitate comparisons between respondents. All proposals must be submitted in the PlanetBids System and include the following information:

**A. Cover Letter**

The proposal shall contain a cover letter and introduction which shall include the organization or individual name and address and the name, email address and telephone number of the person(s) who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer. This letter shall be signed by the person(s) authorized to contractually bind the organization.

**B. Public Records**

If a Proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal. Note that under California law, a price proposal submitted to a public agency is not a trade secret. City will notify Proposer of any request received for trade secret and/or proprietary information and provide Proposer a reasonable period of time to seek a protective order from the court prior to disclosure.

**C. Operating Methodology/Business Plan**

A detailed proposal must be provided describing the Proposer’s method and resources to perform the work described in the RFP. This section should include:

1. A narrative on how the Proposer will specifically plan, operate, manage and administer the license space at Plaza Vera Cruz.
2. What are your operating goals, objectives, and philosophies?
3. What will be your staffing/management plan? At a minimum, how many staff members will be required? How will you recruit, train and maintain quality staff?
4. What is your proposed fee schedule?
5. Provide a detailed plan on training and evaluating coaches, volunteers and administrative staff.
6. What is the minimum number of participants required to operate before you would consider cancelling a session due to low enrollment?
7. What is your maximum participation level for each session?
8. Licensee shall propose revenue share for revenue generating activities. Proposal shall specify % of revenue that would be remitted to the City for fees collected for the delivery of year round structured recreational camps, classes/activities, and other services.
  - Camps
    - \_\_\_\_\_ % Licensee
    - \_\_\_\_\_ % City of Santa Barbara

- Classes/Activities
  - \_\_\_\_\_ % Licensee
  - \_\_\_\_\_ % City of Santa Barbara
  
- Other
  - \_\_\_\_\_ % Licensee
  - \_\_\_\_\_ % City of Santa Barbara

**D. Qualifications and Experience**

The Proposer must have a minimum of 3 years of experience providing structured recreational activities in nature that are synergistic with recreational amenities provided through Santa Barbara Parks and Recreation; such as, programs, camps, classes, and community performances for all ages, corporate events, the sale of photography, and apparel and merchandise that includes the licensee’s logos or branding. Proposer must include a response to each of the following items in their written proposal.

1. Describe your experience in and knowledge of the Scope of Services (page 9, 4.0).
2. Describe your experience, reliability and expertise
  - a. Company/Individual experience
  - b. Personnel experience
  - c. Provide a minimum of 2 references to contact to verify past performance.
3. Marketing and Communication
  - a. Plan
  - b. Goals

**E. General Terms and Conditions**

The successful Proposer will be required to sign an Agreement for Plaza Vera Cruz License (“Agreement”) substantially in the form of the Sample Agreement attached to this request for proposals, and comply with the operating responsibilities and best practices (**ATTACHMENT B**). The initial term of the agreement will be for one year with annual one year extensions for up to a total of 4 years. Extension will be conditioned upon satisfactory performance. Proposer must meet all insurance and indemnification requirements reflected in the Sample Agreement attached hereto. Proposer shall note any exceptions to the Sample Agreement in its proposal. However, Proposer is cautioned that taking exceptions to the Sample Agreement could result in a lower ranking.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the recession of the award and the forfeiture of the Proposal Guaranty. If the successful Proposer refuses or fails to execute the Agreement, the City may award the Agreement to another qualified Proposer.

**F. Proposal Information:**

It is the Proposer’s responsibility to prepare a proposal that is representative of the Proposer’s qualification. If there is any additional information that would assist the Review Committee in better assessing the proposal, the Proposer should include all such information in the proposal under the title of Additional Information (this section shall not exceed 30 pages in length, including all promotional/informational materials).

The RFP has been structured to provide specific requirements that function as a standardized framework for the evaluation of a prospective Proposer’s qualifications. The evaluation criteria will allow the Review Committee to examine the qualifications of the Proposer, plan, operating methodology and cost effectiveness for operation of the program. The Review Committee will evaluate and rank all proposals with respect to the evaluation criteria.

The Department will conduct a preliminary evaluation of all proposals submitted by the deadline, to



determine compliance with proposal requirements and mandatory document submissions. The Department will create a “short-list” of the most qualified Proposer’s and may invite the short-listed Proposer’s to participate in an interview with the Review Committee. The Department reserves the right to request additional information to clarify a submitted proposal. All costs of proposal preparation shall be borne by the Proposer. The Department shall not, in any event, be liable for any expenses incurred by the Proposer in the preparation and/or submission of the proposal.

#### **G. Non-Collusion Declaration**

See **ATTACHMENT C** of this document.

### **IV. SPECIFICATIONS/SCOPE OF WORK**

The License shall commence on January 1, 2022 and will expire December 31, 2025.

1. The City has authorized the following License at Plaza Vera Cruz. The Licensee at Plaza Vera Cruz shall be limited to conducting year round structured recreational activities, programs, camps, classes, and community events [to be determined as described in the proposal and License Agreement.].
2. The License for Plaza Vera Cruz will be awarded to the qualified vendor offering the best value proposal based on the selection criteria.
3. Licensee may operate year round, seven days per week, dawn to one-half hour after sunset. Any variation of these hours of operation shall require written approval from the Parks and Recreation Director or her/his designee.
4. Licensee shall not significantly alter the landscape, turf, or irrigation systems at Plaza Vera Cruz for conducting year round recreational activities.
5. Licensee is responsible for the following at an annual estimated cost of \$30,000:
  - Rental and weekly service for a minimum of 1 ADA and 1 standard portable restroom and hand wash station.
  - Rental of the perimeter fence surrounding Plaza Vera Cruz throughout the term of the agreement
  - Weekly and seasonal landscaping services, irrigation replacement and repair by a pre-approved landscape company, and in accordance with the scope of work provided by the Parks and Recreation Director or her/his designee.
  - Monthly water and irrigation invoices
6. Licensee is responsible for complete turf and landscaping repair, rehabilitation, or replacement at the conclusion of the agreement term.
7. During operation, the site will be kept clean and orderly. Landscape and infrastructure of Plaza Vera Cruz shall be minimally impacted by licensee’s programming and any damage shall be restored upon completion of the contract term.
8. Licensee agrees to comply with the City of Santa Barbara Parks and Recreation Department Code of Conduct attached hereto and incorporated herein by reference of Attachment E.
9. Licensee and Contractors shall successfully complete TB Tests and Live Scan background checks for all employees and volunteers on site.
10. Licensee agrees to perform all services under to this License in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010
11. Licenses shall not be assigned or transferred without prior written consent to the City.

12. Prospective Licensees whose past performance has been determined to be non-responsible, may be precluded from the proposal process by the Parks and Recreation Director, and his/her designee.
13. If no License is issued for Plaza Vera Cruz during the annual proposal process, or if a location is abandoned, proposals will be accepted for the vacant location at any time and the annual license fee will be prorated on a monthly basis for the balance of the "annual operating year" for that location. The License rent for the balance of the year will be payable in advance.
14. Non-compliance with the Santa Barbara Municipal Code, License Agreement or these Administrative Regulations shall result in the termination of the License Agreement without a refund of advance License fees. The Parks and Recreation Director, and his/her designee shall have the responsibility and authority to terminate a License Agreement for noncompliance.
15. All temporary equipment and signage must be pre-approved by the Parks and Recreation Director, and his/her designee to achieve consistency, aesthetics and compliance with the City of Santa Barbara Sign Ordinance. Licensee shall communicate all requests in writing, and responses will be provided within 10 business days.
16. The Parks and Recreation Director, and her/his designee shall have the authority and responsibility to revise these license terms with concurrence from the Park and Recreation Commission as needed to protect the health, safety and welfare of program participants and the general public.
17. Licensee shall possess a valid City of Santa Barbara Business Tax License, and conduct business in a safe and courteous manner, including ceasing all activities during unsafe weather conditions.
18. Successful Licensee will be required to sign a License Agreement

## V. EVALUATION

### 1. EVALUATION

Proposals will be evaluated on Experience/Proposed Team, References, Quality and Completeness, Marketing Plan, and Value Added Services or Features. These factors will be used in the evaluation of each proposals to select a finalist.

<u>Specifications:</u>	<u>Max Points:</u>
City and Customer Costs	10
Experience/Proposed Team	20
Diversity of Programming/Accessibility/ Complement to Existing City Recreational Programs	25
Quality of Service and Record of Customer/Reference Satisfaction	20
Quality and Completeness of Proposal	25
<b>TOTAL</b>	<b>100</b>

Note: Proposer must earn a minimum score of 75 or above to be considered for this proposal.

### 2. EVALUATION FACTORS

A maximum of 100 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows.

**City and Customer Costs:** Up to 10 points may be awarded based on evaluation of the offeror's ability to cover annual service and maintenance costs, and provide affordable programming for all ages and abilities.

**Experience/Proposed Team:** Up to 20 points may be awarded based on evaluation of the offeror's experience including key personnel. Evaluation will be based on documented experience with similar programs, projects, resumes, and experience narratives submitted.

**Diversity of Programming/Accessibility/Complement to Existing City Recreational Programs:** A maximum of 25 points for references will be awarded upon an evaluation of offeror's program diversity, accessibility (physical and financial), and complement to existing City recreational programs.

**Quality of Service and Record of Customer/Reference Satisfaction:** A maximum of 20 points for references will be awarded upon an evaluation of offeror's service record and reference satisfaction from current or previous program participants, community members, and business relationships for similar programs and services to those proposed by the offeror.

**Quality and Completeness of Proposal:** Up to 25 points may be awarded based on the quality and thoroughness of offeror's proposal.

### 3. EVALUATION PROCESS

- a) All proposals will be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
- b) Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible proposers with the highest scores may be selected as finalist based upon their initial proposals or the City may proceed with the proposer receiving the best score. Finalist who are asked or who choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible proposer whose proposals is most advantageous to the City, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**ATTACHMENT A – SITE MAP**

**(See site map - next page)**



**CITY OF SANTA BARBARA**  
Parks and Recreation Department

**Plaza Vera Cruz**

**Existing Plaza Vera Cruz Park – Aerial Photo**



Date: 10/27/21

Aerial

## ATTACHMENT B – OPERATING RESPONSIBILITIES AND BEST PRACTICES

### A. GENERAL

1. Employees: LICENSEE shall provide such employees as may be required to render good service, to the satisfaction of Recreation Manager (STAFF). Such persons shall be satisfactory to STAFF as to their personal conduct, honesty, courtesy, health, personal appearance and willingness to cooperate with CITY employees. In the event an employee is not satisfactory, as herein defined, STAFF may furnish a written directive to LICENSEE to correct the cause of said dissatisfaction. If LICENSEE does not correct said problem to the satisfaction of CITY within 30 days after said written directive is received, STAFF may furnish a subsequent written notice to LICENSEE requiring that said employee be excluded from providing further services to CITY.  
LICENSEE employees must be:
  - a. Knowledgeable and experienced in the subject and age group being taught,
  - b. Reliable and punctual, and
  - c. Start and end programs on time.LICENSEE shall Maintain Quality Instructors and Employees:
  - a. Conduct comprehensive backgrounding reviews for all employees
  - b. Appear at Plaza Vera Cruz wearing appropriate attire that is clean, presentable and clearly identifiable as staff
  - c. Staff will not use cell phones during work shifts, except in an emergency
  - d. Provide consistency with quality standards for all instructors and employees
2. Operation: LICENSEE shall provide general planning, marketing, coordinating and supervision of programs including the enforcement of safety practices and regulations.
3. Quality and Conduct: LICENSEE shall at all times perform its services in a professional, safe, and orderly manner to the satisfaction of STAFF.
4. Customer Service: LICENSEE shall:
  - a. Build rapport with customers by greeting all participants and creating a welcoming and professional atmosphere
  - b. Address customer and City staff questions and concerns within 24 hours and provide follow-up if needed
  - c. Maintain a high quality website with up-to-date accurate information
5. Permits and Licenses: LICENSEE shall be required to obtain at his/her sole expense any and all permits or licenses that may be required in connection with LICENSEE's subject operation including, but not limited to: tax permits, business licenses, health permits, live scan background checks and TB tests.
6. Signs and Advertisements: No temporary signs of any kind shall be displayed unless approved by STAFF, who may require removal or refurbishment of any sign previously approved. LICENSEE shall not permit vendors to display wares unless written permission is secured from STAFF and such permission shall be subject to revocation at any time.

### B. ADMINISTRATION

1. LICENSEE: The LICENSEE shall oversee the assigned program on a day-to-day basis. The LICENSEE shall be an experienced professional who will work to serve the needs of both City and program participants.
2. Program Coordination: The scheduled dates and times designated for and the duration of each class,

clinic and/or camp will be determined by and within the sole discretion of CITY. LICENSEE shall schedule programs according to facility schedules as determined by and within the sole discretion of CITY.

3. Equipment: LICENSEE shall provide its own cash registers, computers, and other equipment necessary to process and record payments, registrations, schedules, and other administrative functions.
4. Communication: Maintain Proactive and Consistent Communication with CITY staff:
  - a. Communicate problems and issues immediately with the City of Santa Barbara Project Manager via phone, email or in person.
  - b. Inform City staff of participant injuries and complete necessary accident reports within 24 hours. Accident forms should be available on site.
  - c. Respond in a timely manner to emails and phone calls within 24 hours.
  - d. Establish and maintain working relationships with City staff and customers
  - e. Monitor condition of facility and all equipment in and around the facility. LICENSEE shall proactively report maintenance issues/concerns to Project Manager at least weekly and shall assist with projects requiring coordination between LICENSEE and city staff.
5. Policies and Procedures: Maintain an up-to-date comprehensive Operating Manual with Policies and Procedures on site at Plaza Vera Cruz at all times. The manual shall include, but not be limited to the following information:
  - a. safe work habits
  - b. safe use of equipment
  - c. proper use of cautions signs, barriers, or other devices
  - d. proper handling of hazardous materials, biological waste, and blood-borne pathogens
  - e. Responsible for including policies and procedures with regard to detailed safety and customer service plans (i.e. what to do in an emergency, waiting lists, cancellation, refund, customer satisfaction, etc.)
6. Maintenance and Inventory: LICENSEE shall provide the following maintenance services:
  - a. Keep Plaza Vera Cruz neat throughout the day including putting away all equipment and picking up trash from the site.
    - i. LICENSEE shall ensure that items/equipment necessary to maintain recreational programming shall be kept in ways that minimize clutter on site.
  - b. LICENSEE shall maintain inventory of any small equipment such as badges and keys issued by the City and shall alert the City within 24 hours of missing items.
7. Annual Reports: Within 45 days of the end of the City's fiscal year, LICENSEE shall submit an annual report. This report will include the following information:
  - a. Total program hours by program area
  - b. Participation statistics by program area including resident and non-resident percentages
  - c. Customer satisfaction survey results
  - d. User group feedback by program area or rental
  - e. Gross revenues and revenue shares between LICENSEE and the CITY
  - f. Risk management documentation
  - g. Training certifications listed by staff members
  - h. Marketing plan for the upcoming fiscal year:
    - i. LICENSEE shall at all times use its reasonable best efforts to provide for the best possible program promotion consistent with the marketing services generally offered by persons engaged in providing services similar to those required of LICENSEE under this Agreement. Services shall include, but may not be limited to, press releases, tourist-focused printed materials, City Brochure, letters and forms, mailing lists and email. All such marketing

materials and forms must be submitted to CITY by established deadline. CITY'S written approval shall be obtained before such materials are distributed.

### C. RECREATIONAL PROGRAMMING

1. Specific Programs to be Staffed and Run by LICENSEE
  - a. Instructors are responsible for verifying that only registered participants are permitted to participate in programs.
  - b. LICENSEE shall provide scholarships administered by Santa Barbara Police Activities League (SBPAL) amounting to a minimum of 10% of all available camp sessions to qualifying community members.
  - c. LICENSEE shall staff and run lessons and camps for various ages (including children) and skill levels. LICENSEE shall adhere to the following standards:
    - i. LICENSEE shall offer a minimum of at least the following: camps/classes 5 days per week during summer and 7 days per week during non-summer months.
    - ii. LICENSEE shall offer a minimum of 10 weeks of camps per year that can enroll a minimum of 20 children per week for a minimum of 20 hours per week.
    - iii. At the end of each lesson and camp session the LICENSEE will monitor and ensure minor-aged participants are picked up by an authorized adult.
  - d. LICENSEE shall offer additional recreational programming such as performances, teen nights, personal training, special events, and/or fitness activities.
  - e. LICENSEE is authorized to sell a limited amount of convenience food and other merchandise to customers at the pool should LICENSEE so desire.
  - f. LICENSEE and CITY shall mutually recreation schedule and prices.
2. LICENSEE shall work with the City to ensure that a mutually agreed upon portion of Plaza Vera Cruz is open for free, public, unstructured recreational activities during LICENSEE operating hours. Compatible recreational activities may include: permitted and drop-in athletic activities such as youth soccer and football practices, walking dog's on-leash, and picnicking. LICENSEE agrees to monitor entire space for possible misuse activities and report misuse immediately to CITY.



**ATTACHMENT C – NON-COLLUSION DECLARATION**

This declaration is submitted with a proposal (**City RFP No. 4057**) to the City of Santa Barbara. I declare under penalty of perjury, as follows:

That any statement of fact in such proposal is true, without reservation;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation;

That such proposal is genuine and not collusion or sham;

That I have not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Santa Barbara, or any other proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of this proposal,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that I or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdrawing this proposal;
- c. I did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else; and
- d. I did not, directly or indirectly, submit the proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any other corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Santa Barbara (and to persons who are not proposers separately and who have a partnership or other financial interest with me in my business).

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
(Date and Place)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposer

# ATTACHMENT D – SAMPLE CONTRACT



CITY OF SANTA BARBARA

## PLAZA VERA CRUZ LICENSE AGREEMENT

NO. \_\_\_\_\_

THIS LICENSE AGREEMENT, made and entered into on \_\_\_\_\_, 2022,

Between the City of Santa Barbara, a municipal corporation, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Licensee" who agree as follows:

I. PREMISES

For the purpose of allowing Licensee to conduct business as provided in License Agreement, the City hereby grants to Licensee a license and privilege to enter on and use the property described in the attached **Attachment A ("License Area")**. However, Licensee's right to engage in any and all of the business activities in I.1, above, shall be exclusive to the Licensee in the City park commonly known as "Plaza Vera Cruz". The City agrees to enforce this exclusive right of Licensee against any other party who might attempt to conduct any of the business activities granted exclusively to Licensee herein. City reserves the right to temporarily relocate the licensed area from time to time in order to accommodate special recreational events. Upon the completion of said special recreational event, Licensee shall be able to return to the License Area. In the event City decides to make such relocation, Licensee will be given reasonable notice to temporarily relocate.

II. PURPOSE AND CONDITIONS

A. The purpose of this agreement is to provide Licensee with access to a designated location upon publicly owned property within the City park system from which Licensee will conduct [to be determined as described in the proposal]. Licensee promises to with all reasonable directives of the City Parks and Recreation Director necessary to implement applicable regulations relating to use of the License Area and surrounding City property. Licensee agrees that the premises shall not be used for any other purpose without City consent. Licensee agrees to keep the License Area in a clean and safe condition, and to be fully responsible for the security of Licensee's facilities, equipment, and products used or stored by Licensee at the License Area. During the license period and upon expiration of the License Agreement term, Licensee

will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Licensee agrees to leave entire area in a neat, clean and acceptable condition as approved by the Parks and Recreation Department.

- B. Licensee shall not sub-license, sublease or sublet any rights under this License Agreement and attempt to do so will result in immediate termination of this License Agreement.
- C. Licensee may operate year round, seven days per week, dawn to one-half hour after sunset. Any variation of these hours of operation shall require written approval from the Parks and Recreation Director or her/his designee.
- D. Licensee shall not significantly alter the landscape, turf, or irrigation systems at Plaza Vera Cruz except as required for the placement, operation, and maintenance of structures or equipment for the conduct of licensed activities as shown on Attachment A.
- E. Licensee is responsible for the following at an annual estimated cost of \$30,000:
  - Rental and weekly service for a minimum of 1 ADA and 1 standard portable restroom and hand wash station.
  - Rental of the perimeter fence surrounding Plaza Vera Cruz throughout the term of the agreement
  - Weekly and seasonal landscaping services, irrigation replacement and repair by a pre-approved landscape company, and in accordance with the scope of work provided by the Parks and Recreation Director or her/his designee.
  - Monthly water and irrigation costs.
- F. Licensee is responsible for complete turf and landscaping repair, rehabilitation, or replacement at the conclusion of the agreement term.
- G. During operation, the site will be kept clean and orderly. Landscape and infrastructure of Plaza Vera Cruz shall be minimally impacted by licensee's programming and any damage shall be restored upon completion of the contract term.
- H. Licensee and Contractors shall successfully complete a TB Test and Live Scan background checks for all employees and volunteers on site.
- I. Non-compliance with the Santa Barbara Municipal Code or this License Agreement shall result in the termination of the License Agreement without a refund of advance License fees. The Parks and Recreation Director, and his/her designee shall have the responsibility and authority to terminate a License Agreement for noncompliance in the manner prescribed in Section VII, TERMINATION, below.
- J. All temporary equipment and signage must be pre-approved by the Parks and Recreation Director, and his/her designee to achieve consistency, aesthetics and compliance with the City of Santa Barbara Sign Ordinance. Licensee shall communicate all requests in writing, and responses will be provided within 10 business days.
- K. The Parks and Recreation Director, and his/her designee shall have the authority and responsibility to revise these lease terms with concurrence from the Park and Recreation Commission as needed to protect the health, safety and welfare of the general public.
- L. All other equipment will be stored away from the park, and will be transported by vehicle to and from the License location each rental day.

M. Licensee shall conduct business in a safe and courteous manner, including ceasing all activities during unsafe weather conditions.

III. TERM

The License shall commence on January \_\_\_\_, 2022 and will expire December 31, 2025.

IV. COLLECTION OF FEES

In addition to the services provided in Paragraph 1 of the agreement, Licensee when required by the Parks and Recreation Director, shall collect fees from all individuals in classes and activities the Licensee is authorized to conduct. Fee schedules shall be determined by the Parks and Recreation Director and subject to Parks and Recreation Commission/City Council approval, and in no event shall Licensee collect a fee greater than authorized. All fees collected by Licensee shall be promptly submitted to the appropriate City representative.

V. COMPENSATION

In consideration of the performance of the services provided herein, Licensee shall receive:

\_\_\_\_percent of revenue remitted to the City for fees collected for the delivery of year round structured recreational camps, classes/activities, and other services.

VI. METHOD OF PAYMENT

The compensation provided in Paragraph 6 shall be within 14 days at the end of each session.

Licensee shall pay the costs outlined in Paragraph 3.E directly to the service or utility provider on a monthly schedule.

VII. RECORDS

Licensee shall keep and maintain accurate records and books showing all gross receipts resulting from Licensee's operation of the Concession Area, which records shall be available for review by the City at City's request.

VIII. TERMINATION

Licensee may terminate this license at any time by providing the City with a written notice of termination at least 60 days prior to the termination date.

If the City determines that the Licensee has materially breached this Agreement, then the City shall provide a written notice to Licensee that clearly states the material breach(s). Licensee shall then have 10 days from the receipt of the written notice to cure the material breach(s) stated in the written notice. If the Licensee fails to cure the material breach(s) stated in the written notice within 10 days of receipt and signing for such notice delivered by registered mail, then the City shall have the right to immediately terminate this Agreement with Licensee. Any repeated material breaches are grounds for immediate termination without opportunity to cure.

IX. INDEMNIFICATION AND HOLD HARMLESS

Licensee shall investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain, or be subjected to on account of loss of damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto)

arising out of or in any way connected with the Licensee's activities or use under this License Agreement.

City shall not be liable to Licensee for any damage to Licensee or Licensee's property from any cause. Licensee waives all claims against City for damage to persons or property arising for any reason.

X. **INSURANCE**

As part of the consideration of this License Agreement, Licensee agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the premises by the Licensee, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

B. **Workers' Compensation**: In accordance with the provisions of the California Labor Code, Licensee is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Licensee's staff while performing any work incidental to the performance of this agreement.

C. **Property insurance** Policy shall insure against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. The policy shall include business interruption coverage, with adequate limits to cover the term of this agreement.

If the Licensee maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**OTHER INSURANCE PROVISIONS**

Each insurance policy shall contain, or be endorsed to contain, the following six provisions:

**1) *Additional Insured Status***

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Licensee. Additional Insured coverage shall be provided in the form of an endorsement to the Licensee's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

## **2) Subcontractors**

Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

## **3) Notice of Cancellation**

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

## **4) Primary Coverage**

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

## **5) Liquor Liability**

When Licensee uses a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. When Licensee intends to sell alcohol either the Licensee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

## **6) Waiver of Subrogation**

Licensee hereby agrees to waive rights of subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Licensee, its employees, agents and subcontractors.

## **ACCEPTABILITY OF INSURERS**

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

## **CLAIMS MADE POLICIES**

If the required policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

## **COVERAGE LIMITS SPECIFICATIONS**

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Licensee may be held responsible for payment of damages resulting from Licensee's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Licensee fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Licensee resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Licensee, City may deduct from sums due to Licensee any premium costs advanced by City for such insurance.

## **SELF-INSURED RETENTIONS**

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

## **EVIDENCE OF COVERAGE**

Licensee must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Licensee's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **XI. CODE OF CONDUCT**

Licensee agrees to comply with the City of Santa Barbara Parks and Recreation Department Code of Conduct attached hereto and incorporated herein by reference **Attachment B**.

### **XII. NONDISCRIMINATION**

Contractor agrees to perform all services under to this contract in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010

### **XIII. INDEPENDENT CONTRACTOR**

City and Licensee agree that in the performance of this agreement Licensee will be acting in an independent capacity and not as agent, employee or partner with City. Licensee is not an employee of City and is not entitled to any of the rights, benefits or privileges of City employees including but not limited to medical, Worker's Compensation or unemployment insurance coverage.

XIV. BUSINESS LICENSE

Licensee shall obtain a business tax certificate from the City at Licensee’s expense and shall maintain a business tax certificate as required by the City Finance Director during the entire term of this License Agreement.

XV. NOTICES

Notices required to be given to City and Licensee shall be in writing, and may be delivered personally, by email, or by first class mail addressed as follows:

City:  
Jill E. Zachary, Director  
City of Santa Barbara  
Parks and Recreation Department  
P. O. Box 1990  
Santa Barbara, CA 93102-1990  
Email: jzachary@santabarbaraca.gov

Licensee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

XVI. ABANDONMENT

If a location awarded to a successful bidder is not utilized for 30 consecutive days, the License shall be considered abandoned and the License Agreement for that location shall automatically terminate.

XVII. ENTIRE AGREEMENT AND EXECUTION.

This document constitutes the entire agreement between City and Licensee and supersedes any and all other writings and oral negotiations. Any change in this agreement shall only occur by written amendment upon mutual agreement of City and Licensee. This License Agreement may be executed in any number of original counterparts and be executed by electronic signature or other digital or electronic means as authorized by law. The License Agreement will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same agreement. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage.





## ATTACHMENT E – CODE OF CONDUCT

The benefits of Parks and Recreation Programs are numerous. Recreation is essential to personal health. Participation in parks and recreation programs enhances the quality of life and can build strong families and healthy communities.

In order to ensure the quality and enjoyment of parks and recreation programs and to promote a safe and positive atmosphere for the programs, all participants, staff, parents and persons involved with the programs (i.e. spectators, coaches, volunteers, etc.) shall abide by the following Code of Conduct, which shall apply to all participants in Parks and Recreation Programs:

**No activities that unreasonably interfere with other participants' use of Parks and Recreation programs and facilities are allowed. These prohibited activities include, but are not limited to the following:**

- Physical abuse or assault
- Verbal abuse
- Fighting or challenging to fight
- Making violent and threatening statements
- Engaging in or soliciting any sexual act
- Damaging or destroying Parks and Recreation property.

**Program rules and regulations shall be observed at all times.**

### Other Prohibited Conduct—All Parks and Recreation Facilities and Grounds

1. Engaging in any activity prohibited by law.
2. The following are prohibited: weapons, alcoholic beverages, illegal substances, and exhibiting signs of being under the influence of alcohol or drugs.
3. Smoking (including the use of e-cigarettes or vape pens) inside Parks and Recreation facilities or anywhere on Parks and Recreation property.
4. Leaving animals unattended anywhere on Parks and Recreation property. Animals must remain under the control of their owners, per Santa Barbara Municipal Code §6.08.020.
5. Personal belongings may not be left unattended in any Parks and Recreation facility or park grounds after closing time. Unattended items will be removed and are subject to the City of Santa Barbara Policy on Lost and Unclaimed Personal Property, and Abandoned Property Found on City-Owned Property.
6. Refusing to leave Parks and Recreation premises at closing time.

### Other Prohibited Conduct—Park and Recreation Indoor Facilities

7. Entering Parks and Recreation programs and facilities with animals other than service animals authorized by the American with Disabilities Act.
8. Indoor facility users are limited to one bag for recreation equipment, apparel, and toiletries.
9. Bedding, sleeping bags, bed-rolls, and blankets (blankets for small children are acceptable) cannot be brought into Parks and Recreation facilities
10. Wheelchairs and strollers are allowed for the actual transport of a person.
11. At no time, may persons deposit personal belongings in Parks and Recreation indoor facilities and leave the premises. Unattended items will be removed and are subject to the City of Santa Barbara Policy on Lost and Unclaimed Personal Property, and Abandoned Property Found on City-Owned Property.
12. Disturbing anyone with loud and/or unreasonable noise, including, but not limited to, talking loudly on cell phones, and the use of electronic devices such as radios and music players.
13. Emitting strong, pervasive odors, including odors caused by perfume or poor personal hygiene, so as to interfere with patrons' ability to participate in programs or use of the facility.

Any City representative responsible for officiating, supervising, or otherwise operating a parks and recreation program shall have authority to enforce the terms of this Code, as authorized by the Director of Parks and Recreation, empowered by Municipal Code Section 15.16.220. Failure of any person to abide by this Code of Conduct will result in disciplinary action consistent with the Code of Conduct Enforcement Procedure. Minors, under the age of 18, are required to have a parent or legal guardian sign the registration form required for participation in any program.

# Code of Conduct Enforcement Procedure

## Minor Violation

*Examples: Use of profanity, failure to follow facility or program rules, or direction from staff.*

1. Supervisor, staff or instructor gives verbal warning
2. Participant immediately complies

## Major Violation

*Examples: Confrontational behavior to staff or others, compromises to safety, damage to facility, repetitive minor occurrences, failure to correct behavior after verbal warning.*

1. Supervisor, staff or instructor asks participant to immediately leave program or facility. Participant will be suspended at a minimum of one full week.
2. Immediate verbal notification of Manager, and incident report completed and filed

## Extreme Violation

*Examples: Fighting, extremely confrontational behavior, breaking the law, harassment, repetitive incidents.*

1. Immediate participant removal (using Police action if necessary)
2. Immediate verbal notification of Recreation Manager, and incident report completed and filed
3. Supervisor recommends corrective measures
4. Management review of incident to determine:
  - a. Length of suspension. Suspension periods may be seven days, 30 days, six months or one year. If Police are called due to refusal to leave the program or facility: Automatic suspension of at least six months
  - b. Conditions or restriction of future participation
  - c. Expulsion
5. Recreation Manager sends letter to participant with determination, appeal process information and copy(ies) of incident report

The above remedies may be cumulatively applied

## Appeal Process

No refund of fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The Parks and Recreation Director shall review any expulsion or suspension. Anyone who has been suspended from Parks and Recreation programs and facilities may challenge the suspension. To request a review of the suspension:

Submit a Statement including the reasons for requesting an appeal. Sign, date, provide contact information, and deliver it to the Parks and Recreation Director within three (3) days of the start of the suspension. The written appeal will be reviewed by the Parks and Recreation Director or his/her designee within 10 business days of the receipt of the request. The suspension will remain in effect during the appeal process. The Parks and Recreation Director's decision is final

## Santa Barbara Municipal Code Section 2.30.030 – Duties of Director

The Parks and Recreation Director shall be responsible for the supervision and control of all personnel, materials, and equipment assigned to the Department and for the performance of the functions of the department, subject to the supervision of the City Administrator.



**CITY OF SANTA BARBARA**

**ADDENDUM NO. 1**

**Released: December 7, 2021**

**RFP NO. 4057**

**PLAZA VERA CRUZ LICENSEE**

**This addendum must be acknowledged online by the Bidder. The PlanetBids System will prevent the Bidder from submitting a bid if not acknowledged. Bidders are responsible for obtaining all addenda from the City's PlanetBids portal.**

Notice is hereby given that the documents for **RFP No. 4057 Plaza Vera Cruz Licensee** are amended as hereinafter set forth:

**ITEM NO. 1 – NON MANDATORY PRE-PROPOSAL ON SITE MEETING**

**A NON MANDATORY** pre-proposal meeting will be held on **January 5, 2022 at 4:00 p.m.**, located at Plaza Vera Cruz, 110 E Cota Street, Santa Barbara, CA, to “discuss the process for requesting proposals for a provider of fun recreation classes for all ages for Plaza Vera Cruz! Join us at the park for an informal talk about the vision for this historic neighborhood park to answer any proposer or neighborhood questions”.

**All attendees are responsible for bringing, wearing a facemask on-site, following current CDC, and Santa Barbara County Public Health social distancing guidelines.**

**ITEM NO. 2 – EXTENSION TO DUE DATE & INQUIRIES /CLARIFICATIONS**

- **RFP due date has been extended until 4:00pm on January 19, 2022**
- **Questions and answers shall be submitted through the City's PlanetBid portal, Q&A tab until 12:00 p.m., (Noon) on January 12, 2022.**

All other terms and conditions shall remain unchanged.

*Caroline Ortega*  
\_\_\_\_\_  
Caroline Ortega  
Senior Buyer