

**City of Brentwood**  
**REQUEST FOR PROPOSALS (RFP)**  
**For Adaptive Work Program for Adults with Disabilities**



Date of Issuance:	September 16, 2025
Request for Information Deadline:	September 30, 2025 at 5:00 p.m.
Proposal Deadline	October 14, 2025 at 5:00 p.m.

# CITY OF BRENTWOOD REQUEST FOR PROPOSALS

The City of Brentwood (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for a partnership with Parks and Recreation services for an Adult with Disabilities Work Program (“**Program**”).

## 1. ABOUT THE CITY

The City is a general law city located in east Contra Costa County, with an estimated population of 65,300. Additional information about the City is available online at: <https://www.brentwoodca.gov>.

## 2. THE PROGRAM

- A. Summary.** The City requires programs for adults with disabilities (“**Services**”) for its Program. The Program is part of a broader initiative aimed at offering meaningful work experience to adults with disabilities. The Services required for the Program include being responsible for facilitating part-time work-based learning experiences within the City’s recreation facilities. These roles are designed to help participants develop job skills, build confidence, and gain practical work experience. The Respondent must provide appropriate supervision and support to participants at all times while at the City, as well as providing support services to individuals with disabilities interested in participating.
- B. Form of Agreement.** A draft of the City’s standard Instructor Agreement (“**Agreement**”) is attached as **Exhibit A**. By submitting a Proposal, the Respondent agrees to enter into a City agreement with the same, or substantially similar terms to those included in Exhibit A. It is anticipated that the City will enter into an agreement for one year from the date of execution.
- C. Scope of Services.** A Scope of Services is attached and incorporated as **Exhibit B**. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services, at the prices set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement. Once a Respondent is chosen, a final Scope of Services will be prepared and incorporated into the final agreement.

## 3. REQUEST FOR PROPOSAL PROCEDURES

- A. Requests for Information.** Questions or objections relating to the Request for Proposal (“**RFP**”), the RFP attachments, the RFP procedures, the Program, or the required Services may only be submitted via email to Lindsay Pinell, Recreation Supervisor, at [lpinell@brentwoodca.gov](mailto:lpinell@brentwoodca.gov) by 5:00 p.m., September 30, 2025 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be

deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

All Requests for Information will be responded to within 7 work days of receipt. If information provided in such response is material to the overall RFP, a written addendum to the RFP will be sent to all known Respondents via email and posted on the City's website at: [www.brentwoodca.gov/government/projects-bids-rfps](http://www.brentwoodca.gov/government/projects-bids-rfps).

**B. Submittal Instructions.** Proposals must be **received** by the City by or before **October 14, 2025 at 5:00pm**. Pacific Daylight Time ("**Proposal Deadline**"). Respondent must submit one copy of the Proposal in electronic format (pdf or Word) via email to, Lindsay Pinell at [lpinell@brentwoodca.gov](mailto:lpinell@brentwoodca.gov) with the subject line stating: "Proposal for Adults with Disabilities Work Program."

**C. Planned RFP Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	September 16, 2025
Request for Information Deadline	September 30, 2025 at 5:00 PM
Proposal Deadline	October 14, 2025 at 5:00 PM
Review Panel	October 22, 2025
Notice of Selection	October 29, 2025
Commence Services	December 1, 2025

**D. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Exhibits to this RFP. Addenda will be posted on the City's website at <https://www.brentwoodca.gov/government/projects-bids-rfps>. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

#### 4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Unless requested, do not attach brochures or promotional materials to the Proposal. Proposals should not exceed 8 one-sided pages, excluding any tabs or dividers. However, resumés may be included in an appendix and will not be counted in the total page count. By submitting a Proposal, the Respondent agrees that the cost proposal and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, sole proprietorship; and State of formation);

- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

**C. Relevant Experience.** Identify services Respondent has provided in the last five years for programs that are similar in scope and nature to the Program described in this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

**D. Staffing.** Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with their education, training, and experience. Identify by name, address, and website, each sub consultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such sub consultant or subcontractor. Include all applicable license numbers for any license required to perform the Services. Specifically include the following information:

- Identify program manager and on-site staff for events.
- Confirm that all staff, volunteers and participants are background-checked.
- Discuss how proper agency staff-to-participant ratios and supervision will be maintained during the work program hours.
- Discuss how to ensure agency and participants will follow City policies and customer service standards.

**E. Cost Proposal.** Provide a detailed financial plan for operations of the Services including overall price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of an agreement, travel fees, and any additional cost(s) the City would incur if Respondent is awarded an agreement.

If awarded the Agreement, the Respondent will be compensated by the City on a monthly basis, based on the Statement of Services (see sample document attached as Exhibit C) submitted by the Respondent. Respondent must allow at least 30 days for the City's payment processing.

This Program is currently funded at a not-to-exceed amount of \$20,000 for the current fiscal year. If the program is deemed successful, City staff may seek additional funding from alternative sources for future Fiscal Years.

**F. Proposed Approach.** Describe Respondent’s proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services and/or cost savings for the Services as a whole.

In addition to addressing the Required Services, Deliverables, and Standards and Compliance in Exhibit B, Respondent should also address each of the following topics in its Proposal:

- Age range of participants
- Overall number of adults with disabilities served
- Access to public transportation
- Relevant experience and references
- Proposed staffing
- Number of Brentwood resident participants
- Location of organization (Brentwood preferred)
- Other services offered including mentorship and job preparation
- General qualifications
- Cost of program

**5. EVALUATION**

All Proposals will be scored on a scale with a maximum possible score of 100 points. The factors that the City will consider in evaluating Proposals are as follows:

Factors	Max. Points
Staffing	10 points
General Qualifications	10 points
Relevant Experience	10 points
References	10 points
Cost Proposal	15 points
Interview (if requested)	15 points
Proposed Approach	30 points

**6. SELECTION AND AWARD**

**A. Review.** Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents. Interviews are not public meetings as defined by California open meeting laws (the Brown Act).

**B. Award.** The City staff will recommend award of the Agreement(s), if at all, to the Respondent(s) determined by staff to offer the best value to the City based on the City’s

review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent(s) that it determines to offer the best value. The Respondents will be notified of staff's intended recommendation by emailing each Respondent that submits a Proposal. The City Council or awarding officer will award the Agreement, if at all, to the Respondent(s) that is/are determined by the City Council, acting in its sole discretion, to offer the best value to the City.

**C. Protest Procedures.** Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the email that staff sends to each Respondent referenced in section 6.B above. The protest must be submitted in writing via email to Lindsay Pinell, Recreation Supervisor, at [lpinell@brentwoodca.gov](mailto:lpinell@brentwoodca.gov) and must clearly specify the basis for the protest. The protest will be reviewed by the Director of Parks and Recreation in consultation with the City Attorney's Office, and the reviewing individual's determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 7. MISCELLANEOUS

**A. Disclaimers and Reservation of Rights.** Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

**B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

**C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

**Attachments:**

- Exhibit A – Form of Agreement
- Exhibit B – Scope of Services
- Exhibit C – Statement of Services

**Exhibit A – Form of Agreement**  
**AGREEMENT FOR ADAPTIVE WORK PROGRAM FOR ADULTS WITH DISABILITIES**  
**(AGENCY)**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202█, by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and █, a █ ("Agency") (each a "Party" and collectively, the "Parties").

**RECITALS**

City requires the services of an instructor that is experienced in teaching █, which are outside of services offered by City. Instructor has the necessary experience in providing these instructional services, has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. **Scope of Work.** City retains Instructor, as an independent contractor, to perform, and Instructor agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.
2. **Term.** Unless earlier terminated, this Agreement will be effective from the date first above written through █.
3. **Compensation.** Payment will be made, upon submission of a payment request and required documents, pursuant to Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. Pursuant to Exhibit "B" Acknowledgement of Customer Service Standards, attached and incorporated by this reference, Instructor understands that any time a customer requests a refund or credit, that amount will be reduced from the final payment for Services. Payment for work under this Agreement shall not exceed \$█.
4. **Status of Instructor.** Instructor will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Instructor's independent calling, and not as an employee of City. Instructor and/or the persons used by Instructor to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Instructor or its employees or subcontractors. Instructor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Instructor or any agent, employee, or contractor of Instructor for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Instructor.
5. **Indemnification.** Instructor will hold harmless, defend and indemnify City and its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Instructor, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

6. Insurance. Instructor will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Instructor or Instructor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

6.1 Coverages and Limits. Instructor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Instructor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Instructor pursuant to this Agreement are adequate to protect Instructor. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation. Instructor will obtain occurrence coverage. If Instructor believes that any required insurance coverage is inadequate, Instructor will obtain such additional insurance coverage, as Instructor deems adequate, at Instructor's sole expense.

6.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage.

6.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

6.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Instructor has no employees other than self, and provides a No Employees Declaration Form provided by the City.

6.2 Endorsements. For Commercial General Liability Insurance, Instructor will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Instructor will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

6.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

6.4 Failure to Maintain Coverage. If Instructor fails to maintain any of these insurance coverages, then City will have the option to declare Instructor in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Instructor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Instructor or deduct the amount paid from any sums due Instructor under this Agreement.

6.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

6.6 Primary Coverage. For any claims related to the Services and this Agreement, the Instructor's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Instructor's insurance and not contributory with it.

6.7 Reduction in Coverage/Material Changes. Instructor will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

7. Compliance With Laws. Instructor will comply with all applicable local, state and federal laws and regulations, including but not limited to, those prohibiting discrimination and harassment and will obtain and maintain a City of Brentwood Business License for the term of this Agreement.

Mandatory Reporting. Instructor agrees that only those who have been trained in mandatory reporting as required by Penal Code §§ 11164 et. seq. (Child Abuse and Neglect Reporting Act) (“Mandated Reporters”) will perform the Services. Upon City’s request, Instructor will produce statement of mandated reporter forms that are completed and signed by all Mandated Reporters providing the Services. Statement of mandated reporter forms are available from the City and/or the State.

9. TB Requirements. If the Services include contact with minors, Instructor shall produce a certificate, issued by a licensed physician or other authorized agency, showing that within the last two years the Instructor has been examined and has been found to be free of communicable tuberculosis (TB).

Thereafter, Instructors who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the Instructor remains skin test negative. Once Instructor has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for follow-up care.

10. Fingerprint Requirements. If the Services include direct contact with any minor, Instructor must be fingerprinted prior to the start of any instructional services and City is authorized to screen Instructor for criminal background by requesting from the Department of Justice records of all convictions and any arrests pending adjudication involving certain offenses specified in Section 5164 of the Public Resources Code, as that section may be amended from time to time. Section 5164 prohibits City from engaging Instructor in a position having supervisory or disciplinary authority over any minor, if the Instructor has been convicted of certain criminal offenses.

11. Instructor Affidavit. If the Services require background checks, medical examinations and insurance, and the Instructor provides a completed Exhibit “C” Instructor Affidavit (attached and incorporated by this reference), including a complete and accurate list of Instructor’s employees who may come in contact with the City participants during the course and scope of the Agreement, then submission of such Affidavit will satisfy requirements 9 and 10 of this Agreement. The list of Instructor’s employees must be submitted to City prior to the start of Services.

12. Pandemic Health Laws. Instructor’s duty to comply with Laws includes compliance by Instructor, and any of its subcontractors, and anyone directly or indirectly employed by any of them, with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, “Health Laws”), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

13. Liability Waivers - Instructors. Instructor is required to sign, and obtain signatures on the COVID-19 Risk Assumption, Waiver, and Indemnity Agreement (Exhibit “D” or “Risk Assumption Waiver”) attached hereto, from each and every subcontractor or employee, and anyone directly or indirectly employed by Instructor, who performs Services under this Agreement, and return the signed Risk Assumption Waivers to the City, prior to the start of the Services.

14. Liability Waivers – Participants. Instructor is required to obtain signatures on the Liability, Medical Consent, and other Terms of Participation waiver (“Participant Waiver”) from each and every participant registered for classes under this Agreement, and return them to the City. These waivers are provided to the Instructor at the same time class rosters are distributed to Instructor.

15. Transporting Participants. Instructor or its employees, agents and/or volunteers shall not transport any participant in his/her own vehicle. Transportation is the responsibility of the program participant.

16. Equipment/Storage. Instructor may only store equipment related to their program on City property with written approval of the Recreation Supervisor. If approved, storage of equipment/supplies on City property is at Instructor’s own risk and City assumes no responsibility for the equipment/supplies. At time of termination of the Agreement, Instructor has fifteen (15) calendar days to remove equipment/supplies. If equipment/supplies are not removed from City property within fifteen (15) calendar days, the City will dispose of the items.

17. Termination. City or Instructor may terminate this Agreement at any time after a discussion, and written notice to the other Party. City will pay Instructor’s costs for Services completed up to the time of termination, if the Services have been completed in accordance with the Agreement.

18. Notices. Any notices relating to this Agreement shall be given in writing to the address below and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, sent to the addresses below. Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

CITY:

Mailing Address: 150 City Park Way  
Brentwood, CA 94513  
Phone Number: (925) 516-5444  
Fax Number: (925) 516-5447  
Email Address: [staff email here](#)

INSTRUCTOR:

Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

19. Claims and Lawsuits. By signing this Agreement, Instructor agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Instructor further acknowledges that debarment by another jurisdiction is grounds for the City of Brentwood to terminate this Agreement.

20. Venue, Jurisdiction and Governing Law. Instructor agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the Parties arising out of this Agreement is the Superior Court, Contra Costa County, California, and the Parties waive all provisions of law providing for a change of venue in those proceedings to any other county. This Agreement will be governed by the laws of the State of California.

21. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

22. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties.

23. Assignment. Instructor may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of City.

24. Amendments. This Agreement may be amended by mutual consent of City and Instructor. Any amendment will be in writing, signed by both Parties.

25. Signatures.

25.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

25.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

26. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Instructor each represent and warrant that they have the legal power, right and actual authority to bind Instructor to the terms and conditions of this Agreement.

Agency: \_\_\_\_\_

CITY: \_\_\_\_\_

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
E. Harith Aleem Jr.  
Director of Parks & Recreation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Katherine Wisinski, City Attorney

If required by City, proper notarial acknowledgment of execution by Instructor must be attached.

If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

If an LLC:

- The Agreement must be signed by a Managing Member **or** the LLC must attach a resolution empowering the signatory to bind the LLC.

If a partnership:

- The Agreement must be signed by the Managing Partner **or** the Partner authorized to execute agreements of this type. Additional documentation, such as the partnership agreement, confirming this signature authority may be required.

If a sole proprietorship:

- The Agreement must be signed by the owner.

SAMPLE

EXHIBIT "A"

SCOPE OF SERVICES/FEE SCHEDULE

LIST OF SERVICES AND FEE PER SERVICE

Class	Fee
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Instructor agrees to collect hard copy, signed Participant Waivers for ALL program participants on the first date of the program. Registered participants are not to participate in the program until the Participant Waiver has been signed and submitted to Instructor. Instructor is required to submit all signed Participant Waivers for ALL program participants by the 5th business day after the second meeting of the class/program to the City. Instructor agrees to submit a minimum of two classes per Activities Guide session.

FEE SCHEDULE

City will issue payment to Instructor within 30 working days after services have concluded. **Prior to City processing payment, Instructor must submit course attendance sheets, and completed evaluation forms, if applicable, to the Parks and Recreation Department within 5 working days of the Services concluding.**

Fees shall remain as indicated for the term of this Agreement unless revised by the City Council due to changes in the Consumer Price Index (CPI) – Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, California. City shall notify Instructor, in writing, of any fee revisions and Instructor shall have 10 days from delivery of the notification to notify the City of Instructor's intent to terminate the Agreement pursuant to Section 17. Failure to notify City of Instructor's intent to terminate the Agreement within the ten day period shall constitute Instructor's consent to the fee revisions.

**EXHIBIT "B"**

**ACKNOWLEDGEMENT OF CUSTOMER SERVICE STANDARDS**

In meeting the mission of the Parks and Recreation Department, following is the customer service refund policy:

*Our department strives to provide you with high quality programs. Some situations that occur are beyond our control. Withdrawals/refunds could cause the class/activity/program to drop below the minimum required attendance, which could cause the class/activity/program to be cancelled. City reserves the right to cancel a program and issue refunds under extenuating circumstances. Should you be dissatisfied, contact us and staff will work with you to the best of our ability.*

- *Refunds will be considered upon request to the Park & Recreation Department.*
- *Refund requests made no later than half way through a class/activity/session may be subject to a partial refund.*
- *If applicable, a uniform fee will be deducted from the refund.*
- *Refund requests made after the last class/activity/session will be considered on a case-by-case basis.*
- *Refunds are processed within 30 days.*
- *Refund policies may vary for Adult Leagues, Aquatics, Senior Trips and Facility Permits.*

**As an Instructor for the City of Brentwood Parks and Recreation Department, I understand that any time a refund or credit is issued to a customer, that amount will be reduced from the final payment for services.**

I, the undersigned Instructor, understand and agree to the Parks and Recreation Department Customer Service Standards outlined above.

\_\_\_\_\_  
Instructor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Instructor Name (Printed)

**EXHIBIT "C"**

**INSTRUCTOR AFFIDAVIT**

**BACKGROUND CHECKS, MEDICAL EXAMINATIONS AND INSURANCE**

The undersigned does hereby certify that:

1. I am an agent of \_\_\_\_\_, ("Agency"): I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Instructor.
2. Instructor certifies that it has complied with fingerprinting and criminal background investigation requirements of the California Public Resources Code Section 5164 with respect to all instructors, and any employees of the Instructor, who may have contact with City participants in the course of providing services pursuant to this Agreement for Instructor Services.
3. According to records of the California Department of Justice, neither the Instructors nor any employees of the Instructor have been convicted of any offense prohibited by Section 5164.
4. Instructor has a contract with the Department of Justice for subsequent arrest notification services. Instructor will advise the City of subsequent criminal history information for all instructors and employees of Instructor.
5. All instructors and employees of Instructor have reported a negative tuberculosis test within the past two years and that these tests are kept on file by Instructor and shall be provided to City upon request. Subsequent testing will occur at least once every four years as long as the test result remains skin test negative pursuant to California Public Resources Code Section 5163.
6. Instructor maintains all of the insurance and indemnifications required by the Agreement.
7. Instructor understands that its Agreement for the Services with the City is contingent on Instructor meeting the requirements listed in this Affidavit.
8. A complete and accurate list of Instructor's employees who may come in contact with City participants during the course and scope of the Agreement must be submitted to City prior to the start of Services".

By executing this document, I certify that I have read the Affidavit in its entirety, understand all of its terms. I understand that even if faxed, copied or sent electronically, my signature on this application shall have the same force and effect as the original signature.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT "D"**

**COVID-19 RISK ASSUMPTION, WAIVER, AND INDEMNITY AGREEMENT**

\_\_\_\_\_, ("Agency") and City of Brentwood ("City") under this Agreement hereby agree as follows:

1. Instructor warrants and represents that Instructor has reviewed all applicable governmental policies relating to the COVID-19 pandemic and has concluded that the Services are permitted under any and all applicable government-issued mandates, orders, executive orders, recommendations, stay-at-home orders, quarantines, or prohibitions against non-essential activities.
2. Instructor expressly assumes any and all risk relating to any illness, injury, infection, economic injury, or death arising from or relating to the Services, except where caused by the active negligence or willful misconduct of the City.
3. Instructor waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 that occurs, or is alleged to occur, during the Services.
4. Instructor agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the Services.
5. Instructor must follow Centers for Disease Control (CDC) guidelines and local county and city public health recommendations regarding social distancing, facial coverings, vaccine requirements, and limited number of program participants to help prevent and slow the spread of COVID-19 in the workplace and the community.

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Instructor Signature

Date

(End of "Sample Contract")

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## Exhibit B – Scope of Services

The Scope of Services outlined herein is a critical component of both the Request for Proposal (RFP) and the resulting Agreement. It defines the expectations, deliverables, and obligations associated with the Adaptive Work Program for Young Adults with Disabilities. The selected Respondent shall provide all necessary personnel, supervision, and program oversight to fulfill the objectives of the Program as described below.

### 1. Program Overview

The goal of the Adaptive Work Program is to provide meaningful part-time work-based learning experiences for adults with disabilities, with an emphasis on skill-building, workplace readiness, and increased independence. Work-based learning experiences will primarily take place at City recreation facilities, or other City-designated locations.

### 2. Required Services

The Respondent shall be responsible for providing the following services:

- **Participant Recruitment and Coordination**
  - Assist with identifying and enrolling eligible participants.
  - Coordinate with the City on participant placement, schedules, and work assignments.
- **Job Placement and Supervision**
  - Provide direct supervision and on-site support to participants during their work-based learning at City facilities.
  - Ensure participants are engaged in appropriate tasks based on their abilities and what they have been asked to do.
  - Maintain participant safety and well-being at all times.
- **Training and Support**
  - Offer coaching, task-specific training, and education on proper etiquette to be used while providing services at the City.
  - Develop individualized support strategies as needed for participants.
- **Communication and Collaboration**
  - Maintain regular communication with City staff, participants, and participant guardians or caregivers.
  - Attend scheduled meetings with City representatives to review program progress and address any issues.

### 3. Deliverables

The following deliverables shall be provided by Respondent throughout the term of the Agreement:

- Initial participant work plans and assessments
- Bi-Weekly progress reports summarizing hours worked, tasks performed, and participant development.
- Incident or disciplinary reports, as applicable

- Final program report summarizing outcomes, successes, and areas for improvement within two weeks of the expiration or termination of the Agreement.
- Submit monthly Statement of Services for payment using the form provided, attached as Exhibit "C".

#### **4. Standards and Compliance**

- Services provided must comply with all applicable local, state, and federal regulations regarding employment and disability services.
- Respondent must adhere to any City policy related to facility use, conduct, and reporting.

#### **5. Term and Timeline**

- The term of the Agreement will be for one (1) year from the date of execution.
- Respondent must begin program services within thirty (30) days of contract execution.
- Specific scheduling and participant shift assignments will be coordinated jointly with the City.

### Exhibit C – Statement of Services

**City of Brentwood**  
**Statement of Services**

**Date Range:** \_\_\_\_\_ to \_\_\_\_\_

Please complete the following table for each participant and service day worked during the reporting period.

Participant Name	Date Services Provided	Start Time	End Time	Total Hours	Location	Description of Services Provided	Supervisor Name

**Notes (if applicable):**

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**Submitted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_