



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Cooksey Lifeguard and Swim Academy, LLC.
City Department in charge of Contract:	Community Services
Contact Person for City Department:	Jeff Campbell
Period of Performance for Contract:	February 1, 2024 – December 31, 2024
Not to Exceed Amount of Contract:	\$95,000
Scope of Work for Contract:	Lifeguarding Services

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

PROFESSIONAL SERVICES AGREEMENT
Cooksey Lifeguard and Swim Academy, LLC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Cooksey Lifeguard and Swim Academy, LLC, a California Limited Liability Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Lifeguarding Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **January 4, 2024** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **January 4, 2024** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 1, 2024.
- 3.4 “Expiration Date”: December 31, 2024.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Ninety Five Thousand Dollars (\$95,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Samuel Cooksey and Hayley Church** shall be Consultant's project administrators and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions

from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Jeff Campbell
Telephone: (818) 222-2782
Email: jcampbell@cityofcalabasas.com

If to Consultant:

Cooksey Lifeguard and Swim
Academy, LLC.
8025 Redlands St #8
Playa Del Rey, CA 90293
Attn: Samuel Cooksey
Telephone: (818) 475-7939
Email:samuel@cookseyswim.com

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any

paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city’s website, news media, or through other forms of media (e.g. streaming).

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Cooksey Lifeguard and Swim Academy, LLC.

By: _____
Alicia Weintraub, Mayor

By: _____
Samuel Cooksey, Owner

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Hayley Church, Owner

Date: _____

Date: _____

By: _____
Erica Green, Community Services Director

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Scheduling of and supervision of Lifeguard, Head Lifeguard and Water Safety Instructor Services at the Calabasas Tennis and Swim Center in conjunction with the City's Aquatics Supervisor

Lifeguard and Swim Instructor Training and Certification

STATEMENT OF QUALIFICATIONS

FOR PROVIDING LIFEGUARDS AND SWIM INSTRUCTORS TO THE CITY OF CALABASAS

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COOKSEY'S LIFEGUARD AND SWIM ACADEMY, LLC.

Cooksey's Lifeguard and Swim Academy, LLC. (CLSA) ensures top-quality safety and running of the aquatic facilities for all contracts. CLSA builds each contract's aquatic program to their needs specifically in order to provide excellent service. New to 2024, CLSA now holds a \$5 million excess liability policy.

CLSA contracts are executed with a combination of careful planning, broad and pin-point goals, strong communication, attention to safety, and a commitment to meeting the needs of the clients and community. Adaptation to changing circumstances and a proactive approach to challenges also contribute to the success of our partnerships.

EXECUTIVE SUMMARY



CLSA is very excited to be giving the opportunity for the chance to work with The City for another successful year.

Given our involvement in The City's aquatic program over the past few years, we possess a significant advantage in understanding the specific demands and intricacies of the work. In 2023 alone, the city utilized 3,274 lifeguard hours, 1,617 head lifeguard hours, and 582 swim instructor hours. In 2022 the city used a total of 4,137 hours (this total includes head lifeguard and swim instructors hours). With this historical data, we are adept at aligning our staffing to precisely meet the city's needs in 2024.

This allows us to efficiently plan staffing levels throughout the year. During peak seasons, our analysis indicates an approximately 30 lifeguards on staff to ensure comprehensive coverage of all hours. Conversely, during off-peak periods, we have need for 12 lifeguards to maintain a safe and effective operational capacity.

This strategic approach to staffing guarantees that the city's aquatic facilities are adequately and flexibly manned, ensuring the safety of all patrons regardless of the season. Our ability to train new lifeguards at several different facilities around the area allows us to hire new lifeguards in a more timely manner filling all gaps that The City may need.

This utilization of historical usage data for staffing predictions, combined with our proactive approach to aligning resources, solidifies our capability to seamlessly deliver lifeguard and swim instruction services in accordance with The City's needs, providing a consistent and reliable level of service throughout the year.

Additionally, we welcome the opportunity to fully staff your aquatic facility with all CLSA lifeguards and swim instructors.

SCOPE OF WORK

a. Scheduling Needs Management:

Approach:

CLSA uses a proactive and technology-driven approach to manage lifeguard and swim instructor scheduling needs for the City. We utilize specialized software to create efficient schedules that consider peak hours, special events, and employee availability.

Methodology:

1. Automated Scheduling System: Continue using an automated scheduling system to ensure fair distribution of shifts and optimize coverage.
2. Real-Time Updates: Continue with real-time platform for staff to communicate availability, swap shifts, and request time off.
3. Customizable Shifts: Tailor schedules to accommodate the unique needs of the City's aquatic facilities, ensuring an appropriate number of lifeguards and swim instructors at all times. Covering as many City shifts last minute as possible.
4. Site Lead Lifeguard: Update the hard copy of the schedule in the Recreation Supervisor office. Get shifts covered when city lifeguards are not able to get a cover. Forward all weekly reminders to CLSA Regional Manager so staff page and scheduling notes are up to date.

b. Lifeguard and Swim Instructor Training and Certification:

Approach:

CLSA is committed to maintaining a highly trained and certified team of lifeguards and swim instructors. We follow industry standards and regularly update training programs to meet the latest safety and instructional requirements.

Methodology:

1. Certification Programs: Lifeguards are trained and certified through Red Cross. Swim instructors are certified with WSI.
2. Regular Training Sessions: Once certified, each lifeguard is required to go to monthly training sessions to keep staff updated on CPR, first aid, water rescue techniques, and customer service skills. CLSA staff practices EAP at each of these sessions. These follow the two hour minimum to keep Red Cross certifications active.
3. Recertification Program: Returning lifeguards must complete a "revalidation" training prior to coming back to CLSA each year. When certifications are near expiration, lifeguards must do a recertification as Red Cross requires.

SCOPE OF WORK CONT.

d. Hourly Rates 2024

- Lifeguard: \$25
- Site Lead Lifeguard / Head Lifeguard: \$27
- Swim Instructor / Swim Team Coach: \$27

e. Tasks Required by City staff

Approach:

Effective task delegation is crucial for the successful execution of the Scope of Work. CLSA will work closely with City staff, continuously defining roles and responsibilities to achieve seamless collaboration. Delegation is crucial to a safe environment for staff and patrons.

Methodology:

- **Task Identification and Allocation:** Clearly define all tasks outlined in weekly reminders that are updated by the Recreation Supervisor to ensure that the Scope of Work is understood when the season maintenance changes or when the programming does.
- **Regular Coordination Meetings:** Conduct regular coordination meetings to address any challenges, provide updates, and ensure alignment between City staff and our team. This will be done weekly within CLSA. CLSA will coordinate meetings with The City's Recreation Supervisor on their request, whenever necessary.
- **Performance Monitoring:** Continue using CLSA's performance monitoring system to assess the effectiveness of the delegated tasks, allowing for adjustments as needed. This will be assessed through meetings and 360 evaluations.

By implementing this comprehensive approach and methodology, we aim to ensure a safe and efficiently managed aquatic environment for The City, with well-trained staff and streamlined operational processes.

SITE STAFFING



CLSA will deploy a comprehensive team for both daily on-site operations and behind-the-scenes support to ensure a successful aquatic program for The City. All CLSA staff are W-2 employees. The city's sole responsibility will be providing the schedule; we will manage all other operational aspects seamlessly. Below is a comprehensive list of all CLSA staff who will collaborate with the city to execute the aquatic program efficiently. All lifeguard staff will be CA Bundle 5 Certifications through Red Cross. All Swim Instructor staff will be WSI certified.

On-Site Staff

- 1 Site Lead Head Lifeguard
 - Oversight of lifeguard operations including safety, scheduling, working closely with the Recreation Supervisor to ensure all needs are met. Is the first to deal with any emergencies or problems that arrive on the pool deck.
- 3-5 Head Lifeguards
 - Oversees the daily responsibilities of ensuring that all staff are doing their duties and facility is safe to the public. Assists with covering shifts when needed.
- 30-12 Lifeguards
 - Overall safety of the pool, enforce rules, proactively keep all clients and other staff safe. Will have the CA Bundle 5 Certifications through Red Cross.
- 6-7 Swim instructors
 - Teach swim lessons and coach swim team.

Off-Site Staff

- Accountant/Bookkeeper: Handles financial records, maintains accounts, prepares financial reports, and manages payroll and invoices.
- Human Resources Manager: Manages personnel matters, including recruitment, training, employee relations, and compliance with labor laws.
- Regional Managers: Provides administrative support, over-see schedule, manages correspondence to all staff for any operational changes, and orders uniforms and equipment when needed.
- Red Cross License Training Provider: employs certified instructors and upholds strict Red Cross standards to ensure that all individuals receiving training are taught according to the Red Cross curriculum.

EXHIBIT B
APPROVED FEE SCHEDULE

Approved Hourly Rates:

Lifeguard - \$25 per hour

Head Lifeguard - \$27 per hour

Water Safety Instructor - \$27 per hour