

ATTACHMENT “A”

POOL MANAGEMENT AGREEMENT (Agreement) between the City of Sutter Creek, a California municipal corporation and the Amador County Recreation Agency for the provision of general oversight of the pool, lessons, lifeguards, & scheduling of the pool operations located at the 330 Spanish Street, Sutter Creek.

AGREEMENT TO PROVIDE SERVICES

Agreement made, effective as of April ____, 2024, by and between the City of Sutter Creek, a public entity organized and existing under the laws of State of California, with its principal office located at 18 Main Street in Sutter Creek, 95685, Amador County, California, referred to in this Agreement as “City,” and the Amador County Recreation Agency, of 10877 Conductor Blvd. Suite 100 Sutter Creek, Amador County, California, 95685, referred to in this agreement as “Agency.”

RECITALS

A. City wishes to contract with Agency to provide staffing (lifeguards), scheduling, oversight and management (EXHIBIT A) at the swimming pool in Sutter Creek, located at the 330 Spanish Street, Sutter Creek, California.

B. Agency is ready, willing, and able to provide such services as may be required by City.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE.

SERVICES

A. Agency understands and agrees that it shall provide the above-referenced services to City under and pursuant to this Agreement on a weekly or as-needed basis as City, in its sole discretion, shall request from Agency.

B. Agency will hire, schedule, and supervise all lifeguards, pool management, and program personnel. The parties recognize that all such staff shall be employees of Agency and not of City.

C. Lifeguard classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this Agreement and, by this reference, made a part of this Agreement.

D. Agency will provide finger printing services, and qualification research and determination on all lifeguard staff.

E. City is and shall remain responsible for the primary maintenance of the pool, which includes pumps and filters, facilities and the application of the proper pool chemicals.

F. Agency employees shall insure that pool deck area is clear of any pool equipment when pool is open for use.

G. Agency employees will be responsible for the required daily chlorine and PH testing.

H. Agency employees will be responsible for daily cleaning and restocking of the bathrooms.

I. City will be responsible for supplying bathroom supplies including paper towels, toilet paper, soap and cleaning agents.

J. Agency employees will be responsible for vacuuming the pool on a weekly time schedule or more often if it is required.

K. Agency employees will be responsible for filling out the Daily Checklist, included in this agreement as EXHIBIT B.

L. Agency recognizes that City is the lease holder of the pool and any additional programs using the pool must be approved by the City.

M. Agency recognizes that summer camps held in the pool can impact the enjoyment of the facilities by residents and will do its best to minimize those impacts.

SECTION TWO.

COMPENSATION

For services provided under and pursuant to this Agreement and the written requests of City, agency shall be compensated as provided below:

A. Subject to the limitation on total compensation set forth in paragraph (C) below, all staff costs including administration and labor expended by lifeguards in providing services under and pursuant to this Agreement.

B. Provided Agency is in compliance with paragraph (C) below, the Agency shall be paid upon invoice for providing the staff, oversight and management of staff, and pool scheduling.

C. The total cost for services under this agreement shall not exceed forty thousand dollars (\$40,000) for the Term of this Agreement. No compensation shall be paid in addition to this amount without the prior written approval of the City Manager, provided the additional compensation requested is within his contracting authority, or the City Council, if the requested increase exceeds the City Manager's contracting authority. At any time during this Agreement, should Agency anticipate that \$40,000 will not allow it to provide all City-requested services through the end of the Term of this Agreement, Agency shall promptly advise the City Manager in writing of that fact and of the anticipated compensation it believes will be necessary to provide services through the end of the Term. At no time shall services be provided under this agreement if the provision of such services would cause the compensation owed to Agency to exceed the amount set forth in this agreement or any additional amount authorized by the City Manager or City Council.

D. ACRA will collect all fees, pool passes, swim lessons, and private party rentals.

E. ACRA will provide lifeguards as part of this agreement for a private July 4 City event. City will collect fees for this private event. Annual pool passes will not be valid for this event.

SECTION THREE.

PAYMENT

Payment for services provided City under and pursuant to this Agreement shall be due upon invoice, subject to the terms and conditions of Section Two.

SECTION FOUR.

AGENCY-PROVIDED STAFF

Agency-provided staff who perform services for City under and pursuant to this Agreement shall be bound by the provisions of this Agreement and Agency shall, at the request of City, furnish to City satisfactory evidence to that effect.

SECTION FIVE.

AGENCY REPRESENTATION

Agency represents and warrants that Agency and its Agency-supplied workers have the right to perform the services required under and pursuant to this Agreement without violation of obligations to others, and that Agency and its Agency-supplied workers have the right to disclose to City all information transmitted to City in the performance of services under and pursuant to this Agreement, and Agency agrees that any information submitted to City, whether patentable or not, may be used fully and freely by City.

SECTION SIX.

DURATION AND TERMINATION

- A. This Agreement shall become effective for the summer recreation season of 2024 (i.e., June 1, 2024 through September 2, 2024). In addition, this Agreement may be terminated pursuant to the following:
1. Immediately upon death or incapacity of any person employed or supplied by Agency who, in the sole opinion of City, was essential for the successful performance of Agency's obligation under and pursuant to this Agreement; or
 2. By either party, with or without cause at any time, upon thirty days' prior written notice.
- B. The obligations of Agency under Sections Five and Six above shall survive any expiration or termination of this Agreement.

SECTION SEVEN.

INDEPENDENT CONTRACTOR

The status of Agency is that of an independent contractor and not of an agent or employee of City and, as such, Agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of City.

SECTION EIGHT.

INSURANCE AND INDEMNITY

Agency shall maintain in full force and effect, and upon the request of City, shall furnish evidence satisfactory to City that Agency maintains the following insurance coverage:

A. Comprehensive general liability insurance in the minimum amount of \$2,000,000 combined single limit that will cover any and all losses to City property, property of third parties, or personal injuries, including death, caused by the acts or omissions of agency.

B. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

C. Indemnity. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgment (direct, incidental, or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or approval volunteers carried out pursuant to this Agreement.

SECTION NINE.

ASSIGNMENT

The rights and obligations of Agency under this Agreement are personal to Agency and may not be assigned or transferred to any other person, firm, corporation, agency, or other entity without the prior, express, and written consent of city.

SECTION TEN.

ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION ELEVEN.

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

SECTION TWELVE.

GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

SECTION THIRTEEN

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION FOURTEEN.

NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

In witness of the above, each party to this Agreement has caused it to be executed on the date indicated below.

City of Sutter Creek

Amador County Recreation Agency

By: Tom DuBois, City Manager

By: Michael Rock, Interim General Manager

Date: _____, 2024

Date: _____, 2024

EXHIBIT A

The scope of work includes a notation of wage increases as of April 1, 2024.

1. The hiring and supervision of lifeguard staff by Agency. All lifeguards will hold the following certificates:

Mandatory completion of Title 22 Lifeguard Training, CPR & First Aid Certificates

Water Safety Instructor (WSI) is an optional certificate, and is not required to be held to perform lessons.

Hourly Rates:

Beginning Lesson Teacher: \$15.50 per hour to \$16 per hour depending on experience.

First year Lifeguard with proper certification. (Lifeguard I): \$15.50 per hour

Experienced Lifeguard with proper certification and two to five years' experience (Lifeguard II): \$16 per hour

Pool Manager/Lead Lifeguard: \$17.00 per hour

Pool Managers are responsible for direct supervision of deck staff, scheduling and facility opening & closing, deposit of gate revenue.

2. ACRA will provide staffing, scheduling and implementation of lessons and special events at the pool, (provided lifeguards are available and properly trained for such lessons or events) in accordance with the requests of City as provided for in Section One of this Agreement. Administration fees will be \$X.

3. Hours of Operation – ACRA will operate the pool Friday to Tuesday (closed Wed and Thursday) with recreational swim from 12 – 7 PM and lap swim from 11am – noon, and 7-8PM. The pool will be closed for the following holidays – July 4 ????. ACRA will notify the City whenever it is unable to operate the pool and the reason for the closure.