

CONTRACT FOR CONSULTING SERVICES

Risk Prevention and Lifeguard Training

THIS CONTRACT FOR CONSULTING SERVICES ("Contract") by and between City of Columbia, Missouri, on behalf of its Parks and Recreation Department ("the Client") having its principal place of business in 1701 W. Ash, Columbia, MO 65203 and StarGuard Elite, LLC, a registered limited liability company organized in the State of Delaware and with authority to transact business within the State of Missouri ("the Consultant" or "SGE") having its principal place of business at 13506 Summerport Village Parkway #810, Windermere, FL 34786 is entered into on the date of the last signatory noted below (the "Effective Date"). The Client and the Consultant are referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, the Client wishes to have the Consultant perform the Services hereinafter referred to on the terms and conditions provided in this Contract; and

WHEREAS, the Consultant is qualified to assume the responsibilities and perform the Services, and is willing to perform these Services as provided.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- A. Consultant offers a wide variety of services and programs, including lifeguard training and certifications, aquatic safety audits, and other general safety consulting and advisory services. Except as provided in Paragraph 1(B) below, the Consultant shall only perform for Client the services specified in Annex A, "Scope of Services," which is made an integral part of this Contract ("the Services"). On or after the Effective Date, the Client will issue a notice to proceed and Consultant shall proceed in accordance with the timeline contained in the Schedule of Work, which is attached as Annex C.
- B. The Consultant can provide additional services listed in Annex B, "Flat Rate and Incremental Pricing Sheet", at the request of the Client. If any such additional services are requested by Client in writing, they shall be included in the defined term "Services".
- C. The Consultant agrees that all Services shall be performed in a competent, professional, and satisfactory manner in accordance with the good professional practices and standards prevalent in the industry in effect at the time of performance, and that all goods, materials, equipment, or personal property included within the Services herein shall be new, of good quality, and fit for the purpose intended.
- D. Consultant agrees to perform the Services to the satisfaction of Client within the time specified. If Client reasonably determines that the work is not satisfactory, Client shall notify Consultant in writing, including in reasonable detail the deficiencies in Consultant's work. If Consultant does not cure such deficiencies within ten (10) days of Client's notice, Client shall have the right thereafter to take appropriate action in its discretion, including but not limited to: (i) meeting with Consultant to review the quality of the Services and resolve matters of concern; (ii) requiring Consultant to repeat unsatisfactory work at no additional charge; (iii) withholding payment; and/or (iv) terminating this Contract as hereinafter set forth.
- E. In the performance of this Contract, Consultant shall report to and receive instructions from the Client's Representative: Sydney Philpot. Services other than those specifically described in Annex A shall not be performed without the prior written approval of the Client's Parks and Recreation Director. By executing this Contract, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services and Client's facilities, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the

Services under the Contract. Notwithstanding the foregoing, no verbal conversation or agreement with any Client director, officer, employee, volunteer, or agent of the Client, including its Representative, shall affect or modify any provision or obligation of this Contract.

- F. All individuals performing the Services shall have the skill and experience and any licenses and certifications required to perform the work assigned to them. If Client determines that any person employed by Consultant is not performing the Services in a proper, safe and skillful manner, then at the written request of Client specifying the relevant facts that form the basis of Client's determination, Consultant shall remove that person and that person shall not be re-employed to provide the Services without the prior written approval of Client in its sole discretion. If Consultant fails to remove such person(s) or fails to furnish skilled and experienced personnel for the proper performance of the Services then Client may, in its sole discretion, suspend the Services by delivery of written notice to Consultant. Such suspension shall in no way relieve the Consultant of any obligation contained herein, or entitle the Consultant to an amendment or change in cost. Once compliance has been achieved, Client will notify Consultant in writing and Consultant shall promptly resume performance of the Services.

2. Term

- A. The Consultant shall perform the Services as provided herein during the period commencing on the Effective Date and continuing for an initial term of three years or any other earlier period as may be subsequently agreed by the Parties in writing ("Termination Date"), subject to the provisions of Paragraph 15 below.

3. Payment

- A. For Services rendered pursuant to Annex A and Annex B Section 1, the Client shall pay the Consultant per the billing schedule in Paragraph 3(B) below. If applicable, costs referenced in Annex B Section 2 shall be billed on occurrence and paid Net 30. These amounts have been established based on the understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- B. The Client shall pay the Consultant for Services in US Dollars rendered per the amount and payment schedule in Annex B Section 1.
- C. Late Payments
 - i. All payments are Net 30 and considered late 10 days after the due date.
 - ii. The Consultant reserves the right to charge a late fee of 5% APR on any undisputed late payment, and Client agrees to pay the same.
- D. If Annex B allows Consultant to charge Client for expenses, all expenses shall be documented and are reimbursable at cost only.

4. Reimbursable

- A. The Client shall pay the Consultant for reimbursable expenses, not otherwise included within the scope of the Services. These expenses must be approved by the Client in writing in advance of the services and or products provided by the Consultant for which the expenses will be incurred.
- B. If Consultant is charged an admission fee to any of Client's facilities during a site visit and/or safety audit, the Client agrees to refund the admission fee on site or via direct bill from the Consultant.

5. Project Administration

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- A. The Consultant shall keep accurate and systematic records and accounts in respect of the Services. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any Option Years, and for a period of three months thereafter; such audit will be at Client's expense.

6. Performance Standard, and Representations

- A. The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. Consultant's programs are built on the core mission of being objective driven, innovative, and client focused, and to collaboratively develop and implement aquatic safety solutions and services, which help create a culture of safety in Client's aquatic facility and/or operation. Consultant represents and agrees that it will be fully responsible for training Client's lifeguard instructors up to the requirements of Consultant.
- B. Based upon the specific nature of the Services provided by Consultant, Client represents and agrees that it will be fully responsible for training its life guard staff, up to the requirements of Consultant, as presented by Consultant to Client's "trainers". For the avoidance of doubt, Client retains full responsibility for its day-to-day operations, supervision of its employees and risk management practices. Client will maintain oversight, supervision, and management of its staff after Consultant has completed the initial training Services, to ensure that they continue to perform up to the training standards taught by Consultant. Client acknowledges that the Services provided under this Contract do not include continuous monitoring of Client's staff after the training Services have concluded, and Client is solely responsible to see that its staff performs up to Consultant's standards and other industry standards as discussed by Consultant during the training.

7. Confidentiality and the Missouri Sunshine Law

- A. Client is subject to the Missouri Sunshine Law. The Parties agree that the Contract shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Consultant shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Consultant shall not disclose to any third party or use for any purpose inconsistent with this Contract any confidential information it receives in connection with its performance of the services. Consultant shall not give any confidential or proprietary information to the City to maintain. If it is required under this Contract or by law that the City maintain any confidential or proprietary information or documents about Consultant's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

8. Ownership of Material

- A. Any studies, reports or other documents, graphics, software or other materials (collectively, "Materials"), prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client, free and clear of all liens, claims, security interests, or encumbrances, so long as Client is not in breach of Paragraph 3(C) above. The Consultant may retain a copy of such Materials at the Consultant's expense.
- B. The textbook content, Consultant portal, training guides, instructor materials, and other aids provided by the Consultant remain the property of the Consultant.
- C. Any enhancements to the training program that lead to new curriculum, patents, or intellectual property developed by Consultant are the property of Consultant.

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- D. Any operational enhancements derived by the Client from the Consultant will be owned by the Client.

9. Insurance

- A. Throughout the term of this Contract and any Option Years, the Consultant will maintain General Liability insurance and Professional Liability insurance in the amount of at least two million dollars (\$2,000,000) per incident and four million dollars (\$4,000,000) aggregate and Workers Compensation coverage in such amounts as are required by law. The Consultant shall provide Client with proof of such insurance coverage upon request by the Client. The Client can request to be added as additionally insured on the Consultant's policy.
- B. For as long as the Client uses Consultant's training/aquatic program, Client agrees to carry Comprehensive General Liability insurance, with a company which is AM Best rated "A" or better, or be self-insured.

10. Warranty

- A. The use of the Consultant's program does not warranty against aquatic or medical incidents that may occur at Client's facilities; such use, if properly implemented by Client, will only minimize the risks of the same occurring. Consultant provides training in standard of care and prevention of incidents, however, makes no warranty against said incidents.

11. Assignment

- A. Neither Party may assign or subcontract this Contract or any portion of it without the other's prior written consent.

12. Law Govering Contract

- A. This Contract shall be construed under and in accordance with the laws of the State of Missouri. Exclusive jurisdiction and venue for any dispute arising from or relating to this Contract shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- B. This Contract constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter herein.
- C. This Contract may not be modified or amended except by a written instrument signed by the Parties and referring specifically to this Contract. Course of performance, no matter how long it may continue, shall not constitute an amendment to this Contract. Waiver of a term of this Contract shall not affect any other term or subsequent performance of the waived term.
- D. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of (i) a partnership, or (ii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of consultant and client.
- E. This Contract shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. Nothing herein contained shall be deemed to establish any rights of third parties against the Parties hereto; it being the intent that the rights and obligations set forth herein are those of the Parties hereto alone, with

no third-party beneficiary rights intended.

- F. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- G. The Parties agree that both had the opportunity to fully review this Contract, with their respective counsel, and as such, to the extent that there is any ambiguity of terms, neither side will be deemed the drafter thereof, and there will be no strict construction of any term against the other.
- H. This Contract may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- I. **The Parties hereby waive trial by jury** in any action, proceeding, or counterclaim brought by either Party against the other regarding any matter whatsoever arising out of or in any way connected with this Contract, the relationship of the Parties created hereby, and/or claim for injury or damage. Client acknowledges and agrees that Consultant has been materially induced to enter into this Contract by the inclusion of the provision of this paragraph in this Contract.

13. Independent Contractor.

- A. The Consultant is an independent contractor and nothing herein shall constitute or designate Consultant or any of its employees, agents, subcontractors, or suppliers as employees of Client. The Services performed by the Consultant shall be at its sole cost, risk, and expense, and no part of the cost thereof shall be charged to Client, except for the payments to be made by Client to Consultant for the Services as provided herein. Client shall not be responsible Consultant's means, methods, techniques, sequences, or procedures of work.

14. Reserved.

15. Termination

- A. By Client
 - i. The Client may terminate this Contract at any time with 60 days' written notice, with or without cause.
- B. By Consultant
 - i. The Consultant may terminate this Contract at any time with 60 days' written notice, with or without cause.
- C. Termination Event
 - i. In the event of termination prior to the end of the Contract term or any Option Year, the Client will pay Consultant for the pro-rated portion of the Services satisfactorily performed to the date of termination, and Consultant will deliver to the Client all goods, materials, and equipment paid for as part of the Services, whether or not in completed form.

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- ii. Paragraphs 7 and 8 above shall survive termination of this Contract for any reason. Upon termination of this Contract, the Consultant will provide Client with a written list of work product belonging to Consultant pursuant to Paragraph 8 above, and Client agrees to return the work product within 30 days of receipt of notification.

16. Indemnification

- A. To the extent permitted by law, Consultant (the "Indemnifying Party") agrees to fully indemnify, defend and hold the Client (the "Indemnified Party"), and its directors, officers, employees, volunteers, crew members (if applicable), representatives, agents and parent, subsidiary and affiliated companies of all of the aforementioned entities and individuals (the "Party Agents"), harmless from and against any and all third party liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses) ("Claims") suffered or incurred by the Indemnified Party as a result of: (i) any negligent or intentional act or omission of the Indemnifying Party or its Party Agents related to its performance of this Contract or the Services; (ii) breach of any representation, warranty or other obligation under this Contract by the Indemnifying Party or its Party Agents; (iii) any allegation that the Indemnified Party's use of materials in accordance with this Contract infringes or violates any patent, copyright, trademark or other third party intellectual property right; (iv) any personal injury (including death) or damage to property resulting from the Indemnifying Party's or its Party Agents' negligent or intentional acts or omissions; or (v) a violation of any law, rule or regulation by the Indemnifying Party or its Party Agents related to this Contract. The Indemnified Party has the right to select its legal counsel notwithstanding the Indemnifying Party's obligation to pay the fees, costs, and expenses incurred by such legal counsel.

17. Dispute Resolution

- A. The Parties shall engage in non-binding mediation to resolve any dispute arising from or relating to this Contract or the performance of the Services. Unless the Parties mutually agree otherwise, the mediation shall be conducted through the American Arbitration Association or its successor. Request for mediation shall be filed in writing with the American Arbitration Association or its successor, with a copy to the other Party. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If mediation is unsuccessful, either Party may commence a civil action.

18. Notice

- A. Any notice required under this Contract shall be in writing and hand delivered or sent by certified/registered mail, return receipt requested, to the address set forth below each Party's respective signature. A notice sent by certified/registered mail is deemed given when received, or 5 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

19. Authority to Act

- A. By signing below, Client and Consultant represent that he/she has read, and fully understands all terms and conditions of this Contract, and, that he/she has full legal authority to act on behalf of, and legally bind the entities that are Parties to the Contract.

20. Employment of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri State Statute Section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

21. General Laws. Consultant shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

22. Americans With Disabilities Act: Consultant shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Consultant shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.

23. Land And Water Conservation Fund Requirements: The following additional requirements apply.

- A. **General Civil Rights Provisions.** The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
- i. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - ii. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program.
 - iii. **Solicitations for Subcontracts, including Procurements of Materials and**

Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

iv. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Client or the U.S. Department of the Interior to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Client or the U.S. Department of the Interior, as appropriate, and will set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Client will impose such contract sanctions as it or the U.S. Department of the Interior may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

vi. Incorporation of Provisions: The Contractor will include the provisions of paragraphs (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Client or the U.S. Department of the Interior may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Client to enter into any litigation to protect the interests of the Client. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.)

(prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

24. Nature of Client’s Obligations. All obligations of the Client under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

25. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party’s rights or defenses with regard to each party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

26. Contract Documents. This Agreement includes the following exhibits/annexes, which are incorporated herein by reference:

Exhibit/Annex	Description
A	Scope of Services
B	Fixed Costs Schedule and Additional Services Price List
C	Schedule of Work

In the event of a conflict between the terms of an exhibit/annex and the terms of this Agreement, the terms of this Agreement controls.

27. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Consultant’s described herein are superseded.

IN WITNESS WHEREOF, the Parties have signed this Contract.

FOR THE CLIENT

City of Columbia, Missouri
De'Carlton Seewood, City Manager

FOR THE CONSULTANT

StarGuard Elite, LLC., a Florida Limited Liability Company
Wess Long, President



Signature

Date

Notice Address:
1701 W. Ash, Columbia, MO 65203



Signature

01/20/2025

Date

Notice Address:
13506 Summerport Village Parkway
#810, Windermere, FL 34786

Approved as to Form:

Nancy Thompson, City Counselor/rw

LIST OF ANNEXES

Annex A: Scope of Services

Annex B: Fixed Costs Schedule and Additional Services Price List

Annex C: Schedule of Services

Annex A

Scope of Services

Training

- Consultant to provide training materials for Client lifeguards (train the trainer/instructor development)
- Consultant to provide a certification and license upon completion of an approved course.
 - These courses shall be as agreed between Client and Consultant and may include, but are not limited to these courses at participant, instructor, and instructor trainer levels:
 - StarGuard Lifeguard Instructor Training & Certification
 - StarGuard Lifeguard Training & Certification
 - ELITE Dispatch Training & Certification
 - ELITE Supervisor Training & Certification
 - STAR Basic Life Support (Safety Training Aquatic Rescue)
- Consultant will provide electronic StarGuard textbook access to Lifeguard or Lifeguard Instructor candidates via the Consultant portal online.
- Consultant will provide Regional Instructor Development Course annually for the Client's new and existing instructor candidates to become certified or re-certified as instructors for Consultant programs.

Portal

- Consultant will provide access to the proprietary and secure SGE Portal online system for the Client to manage the lifeguard training program including certifications, audits, in-service training, online documentation, and more.

Audits

- Consultant will provide five (5) onsite unannounced safety audits annually. The one audit between January and April is a single facility audit of the ARC Waterzone. The three audits between the months of May and August are multi-facility audits of the ARC Waterzone, Lake of the Woods Pool, Douglas Family Aquatic Center, and Albert Oakland Family Aquatic Center. The one audit between the months of September and December is a single facility audit of the ARC Waterzone.
- Audits will include at a minimum: observations (lifeguard, dispatch, and supervisor), skills assessments, documentation review, and physical facility review.
- Audits are based on industry standard of care, location operating guidelines, and StarGuard training guidelines.
- Travel fees are included.

CAMP

- Client can register facility representatives for Consultant's annual Conferences for Aquatic Management Professionals ("CAMP") held annually in Florida.
- Registration will be billed at preferred rates.
- Registration includes admission, accommodations, local transportation, and food.
- Additional representatives can be registered at preferred rates.
- Travel to and from the venue is not included. *Venue may change annually.*

Annex B

Flat Rate and Incremental Pricing Sheet

1. Items included in the Flat Rate of \$16,000 annually

Billed on the first day of March annually.

License	Quantity
SGE Portal Software Access	<u>Included</u>
StarGuard Lifeguard Certifications	<u>150</u>
ELITE Dispatch or STAR BLS Certifications	<u>25</u>
StarGuard ELITE Supervisor Certifications	<u>14</u>
StarGuard Digital Textbooks	<u>Included</u>
StarGuard Instructor Certifications	<u>3</u>
Custom Instructor Development Course	<u>0</u>
Aquatic Safety Audits	<u>5</u>
Annual Preseason Review	<u>0</u>

2. Incremental Pricing (for services beyond those included in Section 1)

For any services beyond those included in Section 1, billed upon consumption.

Certifications and Services	Unit Price
StarGuard (New)	<u>\$50.00</u>
StarGuard (Renewal)	<u>\$50.00</u>
Elite Dispatch (New/Renewal)	<u>\$25.00</u>
STAR/BLS (New/Renewal)	<u>\$25.00</u>
StarGuard Instructor (New)	<u>\$425.00</u>
StarGuard Instructor (Renewal)	<u>\$200.00</u>
On Site Audits	<u>\$2,500 plus travel</u>
Annual Site Visit	<u>\$1,000 plus travel</u>
Consultant Facilitated Training Class	<u>\$3,495 plus travel</u>
Aquatic Event Investigations	<u>Mutually agreed upon sum prior to any work</u>

Annex C

Schedule of Services

Consultant will provide Regional Starguard Instructor Development Course between the months of January and May annually.

Consultant will provide five (5) onsite audits as follows:

- 1 audit between the months of January and April
- 1 audit between the months of May and June
- 1 audit in July
- 1 audit in August
- 1 audit between the months of September and December

All virtual training modules and materials will be provided annually. If any updates are made to the training modules and materials, Starguard Elite will notify Columbia Parks and Recreation staff and provide necessary links and materials.

Client will confirm dates of audits and Instructor Development Course with Consultant on an annual basis.