



California Surf Lifesaving Association

Southwest Region-United States Lifesaving Association

P0 Box 366 Huntington Beach, California 92648

World Wide Web: www.cslsa.org

MEMORANDUM

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Chris Graham
Executive Delegate
(Alternate)

TO: CSLSA Board of Directors
FROM: Bill Richardson, Advisor
DATE: April 24, 2003
SUBJECT: Advisor's Report of Activity

1. Hawaii USLA Meeting

- ✓ Prepared the meeting brochures and mailed copies to each member of the USLA Executive Committee. From the brochure format the material to be placed on the USLA/CSLSA websites was also created.
- ✓ Created and printed the "Certificates of Participation" for the USLA Educational Conference.
- ✓ Created, printed and laminated the name tags for all known participants to the USLA Board Meeting. Obtained shell lei lanyards to be used with the name tags.
- ✓ Assigned to obtain a meeting committee vehicle in Hawaii to be used for airport transportation and meeting logistics transportation issues. The costs for the rental were well below original projected and budgeted costs.

2. Scott Hubbell Productions Agreement

- ✓ History
 - o CSLSA signed an agreement with Scott Hubbell Productions, Inc. (SHP) for retention of marketing services in August of 2001.
 - o At the USLA BOD meeting in Idaho, November 2001, Rob McGowan reported the signing of the contract and CSLSA's intent to utilize two sponsors obtained by SHP for kits and operation of the CSLSA Championships in July of 2002.

- o CSLSA, in an attempt to do the right thing for the good of the national organization agreed to advise SHP to hold off until national sponsorship issues were resolved.
- o The USLA President assigned myself and the USLA Legal Advisor (Chip More) to develop some specific “reporting protocols” to avoid future potential conflicts and to attempt to defray the perceived conflict of CSLSA with USLA in marketing matters. The product we developed was voted in as the “Reporting Protocols” to be implemented as a Policy and Procedure at the meeting in November of 2001, with a sunset clause set for the next regularly scheduled USLA Board Meeting at which time the Policy and Procedure would be voted on to become a Bylaw amendment. That action occurred in May of 2002.
- o In November of 2002, the issue was again brought to the floor by Mr. Moore who advised the USLA Board that CSLSA was still in conflict with USLA and advised the following:
 - The CSLSA/SHP contract is void as a matter of law.
 - CSLSA innocently acted beyond the scope of its authority by entering into an exclusive agreement which binds the Region and is in conflict with the nationals (interests).
 - The (SHP) contract is in violation of the Bylaws, Policies and Procedures of USLA.
- o As a result of a vote of the USLA BOD the CSLSA was directed to meet with SHP to quickly rectify this conflict.
- o After about four months of bickering and ineffective communication, I was assigned to contact John Fletcher, SHP’s attorney, to see if the agreement could be amended in any way to meet the concerns of USLA, while at the same time not tying SHP’s hands so as to be ineffective for CSLSA.
- o Two additional months of communication ensued and I felt we were making some inroads to successfully resolving the problem. Unfortunately my evaluation of the situation was incorrect and SHP’s final position was that we have a valid contract and wanted to continue to operate under that agreement.
- o The CSLSA Executive Committee met and decided to seek legal advice from an independent corporate attorney to answer the following three questions:

- a. As a separately incorporated entity, can CSLSA negotiate contracts or agreements on its own behalf.
 - b. Does CSLSA have a valid agreement with SHP?
 - c. Is it true that because the “Reporting Protocols” in the USLA Bylaws were created after the signing of the SHP agreement, that the enforcement of them in regard to that agreement would be an ex post facto application of the bylaw?
 - o Mr. Kenneth Bayer, Attorney at Law, from Utah, was contacted and the issues were discussed. Mr. Bayer asked for and was sent numerous items relevant to the contract, the USLA’s position and the USLA Legal Advisor’s recommendations for changes in the agreement, copies of the CSLSA Articles of Incorporation, Bylaws and Policies and Procedures as well as the USLA Bylaws and Policies and procedures and all relevant communication I had a hand about the matter.
 - o Mr. Bayer reported in a nine page letter that the answer to all the foregoing questions was YES, and backed up his opinion with case law.
- ✓ The bottom line is that we are currently at status quo. As I see the problem currently, the only issue is with regard to exclusivity and the parties interpretation of that clause in the agreement.
 - ✓ As a result of this independent CSLSA believes it has the authority to negotiate this type of contract, has a valid agreement with SHP and that USLA is acting outside their authority in asking CSLSA to modify or negate the agreement with SHP.
 - ✓ Where we go from here is up to the Executive Committee to discuss before we leave this meeting. The consensus, however is to maintain the SHP contract.
3. Laura Slane, former YMCA Director of Aquatics contacted me to ascertain if USLA would be interested in a cooperative effort between YMCA, American Red Cross and USLA to set specific minimum guidelines for lifeguards, both open water and pools, upon which all three organizations will lend their approval to. She proposed a meeting with each organization sending two reps to a location to be determined in the last week of June.
 4. My next project will be to complete the necessary paperwork and processes to obtain a not-for-profit tax ID number for CSLSA, with a deadline of completion to be no later than the next CSLSA BOD meeting in October.