

This contract is between:

SERVICE PROVIDER

Lititz recCenter
301 W. Maple St
Lititz, PA 17543
Phone: 717-626-5096
Fax: 717-627-3795

and

SERVICE RECEIVER

Manheim Borough
15 E. High St
Manheim, PA 17545
Phone: 717-665-2463

Terms of Contract

Term: Summer Seasons for five years: 2015 to 2019

Pool open season is Memorial Day weekend to Labor Day weekend

Specific dates will be presented and approved at the end of each calendar year and added to this agreement as an addendum.

Responsibilities of Manheim Borough

SERVICE RECEIVER accepts engagement, to provide to the SERVICE PROVIDER the following services:

- SERVICE RECEIVER will name the SERVICE PROVIDER additional insured under the SERVICE RECEIVERS' liability insurance policy. SERVICE RECEIVER shall provide SERVICE PROVIDER thirty (30) days' notice of any cancellation of this liability insurance policy. Such insurance shall have limits of not less than \$1,000,000 for bodily injury in respect to any one occurrence and \$2,000,000 aggregate; limits of not less than \$1,000,000 for bodily injury to any one person and \$2,000,000 aggregate; and limits of not less than \$500,000 for damage to property.
- SERVICE RECEIVER will provide a safe and well maintained pool area (i.e. the area within the fence that surrounds the pool).
- The SERVICE RECEIVER should expect a 3% to 5% increase to the per diem annually and an increase to the annual per diem rate as the Pool Membership grows and/or daily attendance increases due to the increased need for Lifeguards, Instructors and additional special events. These increases will be proposed at the end of each calendar year to the Service Receiver for approval.
- The SERVICE RECEIVER will set the ticket sale rates by November 15th of each calendar year.
- The SERVICE RECEIVER will provide all landscape related services, i.e. lawn mowing, shrubbery/tree care, mulching, etc. for the pool area.

- The SERVICE RECEIVER will be responsible to maintain/repair all pool related equipment, i.e. pumps, motors, filters, chemical delivery systems, chemicals and supplies to keep the pool functioning by the Dept. of Health standards.
- The SERVICE RECEIVER will compensate the SERVICE PROVIDER for up to 10 days of lost operation due to a mechanical or structural pool closure.

Responsibilities of Lititz recCenter

SERVICE PROVIDER accepts this agreement, to provide the SERVICE RECEIVER the following services:

- SERVICE PROVIDER will hire and schedule qualified pool managers, lifeguards and desk staff to insure proper management of the daily pool operations. The SERVICE PROVIDER would employ all operation staff who meets all the Commonwealth of PA Dept. of Health regulations. The SERVICE PROVIDER will render the SERVICE RECEIVER copies of each staff person’s lifeguard, CPR and First Aid, Pool Operators Management certificates and Dept. of Health pesticide certifications to apply pool chemicals. Any Manheim School District Residents will be offered first preference in hiring for the 2014 season. The individuals hired by the LrC to work the pool area under this contract shall be employees of the Lititz recCenter, not the Manheim Borough, and shall be under the supervision and control of the Lititz recCenter. Lititz recCenter should perform and receive favorable background checks of all individuals that are hired to work at the pool area.
- SERVICE PROVIDER will conduct all ticket sales, which include daily passes, pre-season Memberships, In-season Memberships, and rental fees for all special events. The LrC will submit all ticket sales moneys collected at the end of each month with the collection report at the end of each month. Ticket sales start date will be December 1 each year.
- SERVICE PROVIDER will provide the DAXKO Operations System to MCSP, which will provide daily and monthly reports to the SERVICE RECEIVER; this system accepts credit/debit cards, checks, and cash providing email or paper receipts to the patron. The SERVICE RECEIVER will provide the equipment (computer, monitor, laptop, printer/scanner and Internet access). The fee for this service in addition to the per diem rate is 3% of the total transactions invoiced at the end of each month.
- SERVICE PROVIDER shall see that all hired staff will receive pre-season training and site specific pool complex orientation, emergency and weekly drills and pre-approved uniforms.
- SERVICE PROVIDER will conduct daily operations, such as, but not limited to; enforce pool rules: account for daily attendance, collect, record, and deposit daily receipts; daily custodial service of locker rooms and pool deck; water testing; scheduling aquatic programs and recreation events; and conduct special events.

- SERVICE PROVIDER will offer a series of special events for youth, adults, and families.
- SERVICE PROVIDER will name the SERVICE RECEIVER additional insured under the SERVICE PROVIDERS' liability insurance policy. SERVICE PROVIDER shall provide SERVICE RECEIVER with thirty (30) days' notice of any cancellation of this liability insurance policy. Such insurance shall have limits of not less than \$1,000,000 for bodily injury in respect to any one occurrence and \$2,000,000 aggregate; limits of not less than \$1,000,000 for bodily injury to any one person and \$2,000,000 aggregate; and limits of not less than \$500,000 for damage to property.
- SERVICE PROVIDER as a standard operation for the recCenter, being contracted as a service provider for a facility, the Executive, Aquatic and Facility Directors will be on site weekly. AQ and Facility Directors will be on site 3 to 5 hours per week providing support and 'spot checks' for the Service. The Executive Director would be making 'spot checks' on site and providing 'in-house' support.
- SERVICE PROVIDER - The Lititz recCenter will also refund the Borough the per diem rate less 20%, for all poor weather days that the Manheim Borough Community Outdoor Pool Complex is not opened. This will not include partial day closures.
- The SERVICE PROVIDER will operate and be compensated for the scheduled operating hours that have been agreed upon annually.
- SERVICE PROVIDER shall indemnify, defend (by counsel satisfactory to SERVICE RECEIVER) and hold harmless SERVICE RECEIVER and its agents, Council members, officers and employees from and against all claims, losses, liabilities and expenses, including reasonable attorneys' fees, arising from or in any way related to the performance of the SERVICE PROVIDER's responsibilities under this contract.
- SERVICE PROVIDER is an independent contractor and is not an employee, agent, servant, joint venture, partner or affiliate of or with the SERVICE RECEIVER. SERVICE PROVIDER acknowledges that no federal, state or local taxes will be withheld from the compensation paid to SERVICE PROVIDER under this contract, nor will SERVICE PROVIDER receive any employee benefits from the SERVICE RECEIVER including, but not limited to, pension, health, social security, workers' compensation or other insurance.

Fees for Services

The fee for the services outlined in this proposal will be **\$1,206.54** per diem for the 2018 summer season. This per diem rate includes Pool Managers, Lifeguards, Front Gates staffers, AQ Tech Assistant, swim lesson Instructors, AQ Fitness/Office of Aging Instructors, Special

event staff, Rental(25 rentals each 3hrs in length, uniforms(t-shirts for all staff and suits for guards),weekly pool water testing, and all staff hiring/ training and payroll.

The Service Provider will bill the Service Receiver monthly beginning in May for May and June services, June for July services, July for August services, and August for September services. Payments are due within 30 days from the day the invoice is received. Any refunds due will be applied to next month's billing.

Both parties have reviewed this contract and by our signatures below confirm that is accurately states understandings of both parties.

Manheim Borough Representative Date

Lititz recCenter Executive Director Date