



To bring members of the community together, to enrich lives, and fulfill individual and family needs.

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:

2018 Summer Season Dates: May 26 to September 3.

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 will maintain all Capital/repair items for all pools (Pumps, motors, filters chemical control systems to keep the pools functioning by the Dept of Health standards.
- The SERVICE RECEIVER will provide all landscape related services, i.e. lawn mowing, shrubbery/tree care, mulching, etc. for the pool area.



301 West Maple Street, Lititz, PA 17543
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- 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 maintenance 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 (if applicable), CPR and First Aid, Pool Operators Management certificates and Dept. of Health pesticide certifications to apply pool chemicals. 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 be responsible to monitor/provide basic repair/order supplies for all pool related equipment, i.e. tubing, reagents, pool H2O testing kits, injectors, Stenner pumps, etc., chemical delivery systems, chemicals and supplies to keep the pool functioning by the Dept. of Health standards. The SERVICE PROVIDER will use the SERVICE RECEIVERS standing accounts as an authorized purchaser with all receipts and invoicing going directly to SERVICE RECEIVER.
- SERVICE PROVIDER will hire and train pool maintenance staff team to provide daily monitoring of the pool filter/pumps room, taking and recording daily and weekly pool water balance testing. Provide backwashing of filter system, chemical feed system adjustments, etc.
- 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 LrC Facility Director will be on site weekly. Facility Director will be on site 3 to 5 hours per week providing support and 'spot checks' for the Service, monitoring daily pool water balance readings and will make recommendations for improvements to the pool operation systems to the SERVICE RECEIVER.
- The SERVICE PROVIDER will operate and be compensated for the following pool schedule and operating hours: May 26 to September 3, 2018.
- SERVICE PROVIDER shall indemnify, (by counsel satisfactory defend 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 of Services

The fee for the services outlined in this proposal will be **\$11,304.04** per 2018 season. This rate includes LrC Facility Director and Pool Maintenance Assistant, Pool Staff weekly pool water testing, and all staff hiring/training, scheduling, administration, bookkeeping 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 it accurately states understandings of both parties.

Manheim Borough Representative

Date

Lititz recCenter Executive Director

Date