



SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT

This Swimming Pool Management and Maintenance Agreement (the “Agreement”) is made and entered into on this ____ day of March, 2024 (the Effective Date”) by and between **SWIMSAFE POOL MANAGEMENT, INC.** (“SSPM”), an Ohio Corporation, and **CITY OF SPRINGDALE, OHIO** (“Client”).

PURPOSE OF AGREEMENT

SSPM is in the business of managing, operating and servicing community swimming pools and pool areas.

Client is a municipality that owns and operates a swimming pool and related fixtures, amenities and equipment (the “Pool”) for its members and their guests (collectively, the “Members”) and is seeking to retain SSPM to provide pool management, maintenance, operation and related services on its behalf at the Pool.

The purpose of this Agreement is to state the terms and conditions under which SSPM proposes to and will provide Client Pool management, maintenance, operation and other reasonably related services as defined within this Agreement (the “Services”).

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. PROPOSAL EXPIRATION OPTION

(a) This document is an offer by SSPM to Client to provide management, maintenance, operation and related services at Client’s Pool. The parties agree that, until executed by Client and delivered to SSPM, SSPM shall have no obligation under this Agreement. By executing this Agreement (prior to any withdrawal by SSPM), Client agrees that the terms and provisions of this Agreement will become binding upon it and this Agreement will be in full effect for the Term as stated in Section 3(a).

2. COMPENSATION; PAYMENT SCHEDULE AND FEES

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$199,330.00** and Client will pay this amount in accordance with the schedule set out in Exhibit “A.”

(b) For each operational day/hour that SSPM chooses to shorten or reduce operational hours on any particular day, four hundred dollars (\$400.00) per operational day or fraction of a day thereof shall be credited to Client. SSPN shall not shorten or reduce operational hours on any particular operational day or fraction thereof, unless circumstances beyond the control or obligation of SSPM, such as inclement weather, or similar circumstances cause the rendering of pool services according to this Agreement unnecessary, impractical, unsafe, or impossible.

(c) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit "A". Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of the same.

3. TERM OF AGREEMENT

(a) This Agreement shall commence on the 7th day of March, 2024 and terminate on the 31st day of December, 2024 (the "Term"). SSPM and Client may terminate this Agreement at any time by mutual written agreement upon such terms as shall be set forth in such termination.

(b) Upon termination of this Agreement for any reason, SSPM shall cooperate in transitioning its responsibilities to Client, or any other person or entity selected by Client to assume administration of such responsibilities.

(c) This agreement may be renewed, by mutual written agreement between SSPM and Client by September 15th of the current year, for 1 year terms, with any revisions noted in written agreement. Any renewal agreements will become a binding part of this agreement.

4. SCOPE OF SSPM SERVICES

(a) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

1)	FREE CHLORINE	1.0 TO 5.0 PPM
2)	PH	7.2 TO 7.8
3)	TOTAL ALKALINITY	80 TO 120 PPM
4)	CALCIUM HARDNESS	150 TO 300 PPM
5)	CYANURIC ACID	LESS THAN 100 PPM

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log.

(c) PRE-SEASON SERVICES: CITY

Client will prepare the Pool prior to the swim season as reasonably required by completing the following services including, without limitation: (a) drain, clean and vacuum the entire pool; (b) reassemble all pumps and filters; (c) start all pool systems, check pool water chemistry, and make necessary adjustments to assure proper water quality; (d) clean, organize and place furniture around Pool, install umbrella awnings, etc; (e) clean pool area inside and around fence; (f) clean bathrooms; and (g) schedule and pass local health department inspection.

(d) PRE-SEASON SERVICES: SSPM

SSPM will prepare the pool prior to the swim season as reasonably required by completing the following services including, without limitation: (a) restock maintenance supplies and bathrooms; (b) inventory and restock safety equipment such as MSDS sheets, first aid supplies, and lifeguard equipment; (c) clean prepare concession area; (d) stock concession stand (city to be invoiced for concession stand stock/supplies); provided however, that SSPM shall under no circumstances be responsible for any construction, demolition, repair, landscaping, or other improvements to the pool or accessory structures.

(e) SWIM-SEASON SERVICES

The Swim-Season will begin when the pool is open on Memorial Day weekend of each year. During the Swim-Season, SSPM will reasonably maintain and operate the Pool by completing the following Services as necessary: (a) maintain Water Quality of the Pool in accordance with all applicable governmental rules and regulations (b) skim water surface to remove floating matter as necessary, but at least once a day; (c) brush walls of swimming Pool, as needed; (d) clean gutters in the Pool; (e) vacuum entire Pool at least once weekly, and more if needed; (f) check pumps, strainers, and filters daily; (g) clean Pool, empty trash containers and place trash on curb or in dumpsters for pickup on days designated by Client; (h) clean and maintain restrooms; (i) clean and maintain guardroom, chemical room and pump room daily; (j) maintain and store in their location all safety and maintenance equipment; (k) organize and keep Pool furniture clean and orderly; (l) enforce Pool rules and regulations; (m) all completed Swim Season Duties will be recorded daily in the Pool's log.

CONCESSION STAND. SSPM is responsible for the operation of the concessions for the Pool. It will be responsible for ordering, stocking, inventory control, and daily banking of income. All products purchased will be reimbursed back to SSPM at cost for concessions. A snack bar manager will be hired to oversee the snack bar operation. This person will demonstrate ownership for the snack bar and be responsible for ordering, operations, financial deposits and high standards of cleanliness. An accounting of products purchases and expenses will be provided to Client as part of the reimbursement.

SUPERVISION. SSPM management personnel will inspect the Pool at least four (4) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

(f) **CLOSE OF SEASON SERVICES**

After the swim season, Client will complete the following services:

- (a) thorough cleaning of the bathhouse, mechanical pump rooms, guard rooms and storage areas;
- (b) stacking and storing all pool furniture;
- (c) secure/store chairs, guard chairs, ladders, diving boards, tables, umbrellas, and all moveable pool items
- (d) winterize all circulation equipment; for all pools, and all components at the swimming pool (including inside of concession area), i.e. toilets, showers, pools, water heaters, drinking fountains, wash basins, hot water heaters, pool heater/boiler.

5. CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

(a) Cooperation: In order for SSPM to provide the level and quality of Services under this Agreement as expected by Client, SSPM will expect the cooperation of Client. Client therefore agrees to: 1) make available to SSPM personnel access to the Client's Pool facilities as necessary to provide Services; 2) respond to all reasonable requests of SSPM to facilitate performance of the Services; 3) provide good faith cooperation reasonably necessary for SSPM to perform the Services; and 4) comply with all governmental rules and regulations applicable to the Pool.

(b) Client will comply with or provide and maintain the following as the case may be: 1) an approved chemical circulation system to maintain Pool chemistry and Water Quality; 2) a working telephone at the Pool; 3) post all Pool rules and regulations in a conspicuous place and manner; 4) support SSPM in the enforcement of all Pool rules and regulations, which enforcement includes temporary or permanent expulsion from the Pool of any individual who fails to comply with a Pool rule or regulation; 5) deliver a copy of all Pool rules, regulations and guest policies to each Member; 6) all Pool enclosures, fences and gates adjacent to or comprising the Pool area pursuant to all applicable governmental rules and regulations; 7) three (3) sets of keys to all doors and gates; 8) shall provide and maintain the Pool and accessory structures in a

safe and reasonable condition and shall foster a safe and cooperative working environment for SSPM's employees during and after regular Pool hours of operation; and 9) at Client's expense, all utilities, telephone service, water, trash collection and concession stand stock/supplies.

(c) Non-Solicitation: SSPM will invest substantial time and resources to train and convey operational techniques and management procedures to its employees for providing Services under this Agreement and Client acknowledges that such investment and information is a valuable asset of SSPM. Client agrees not to hire, consult or otherwise employ any current or past employees of SSPM during the term of this Agreement and for a period of one (1) year after the termination of this Agreement. Any SSPM employee who was previously employed with Client, or originated as an applicant through the Client, shall not be subject to the non-solicitation restrictions contained in this section.

6. SCHEDULE AND STAFFING

(a) SSPM will provide a pool manager, lifeguards and other personnel as reasonably required to operate the Pool in accordance with the Pool schedules, hours of operation, and staffing requirements as shown on Exhibit "B." Client agrees to not open the Pool outside of the time periods as stated in Exhibit "B". Client further agrees to reimburse SSPM for all additional expenses SSPM incurs to operate or maintain the Pool due to or caused by Client allowing the use of the Pool outside the hours of operation as stated on Exhibit "B."

(b) Adult Swim: Once every hour the Pool will be cleared for a period of fifteen (15) minutes for an adult swim.

(c) Amendment or Modification: Pool schedules, hours of operation, or staffing requirements may be amended or modified upon the mutual agreement of the parties. Any amendment or modification will be in writing, signed by both parties and attached as an addendum to this Agreement and incorporated into this Agreement with full affect. The parties agree that any amendment or modification will be in accordance with the additional fees or itemized fees as shown on Exhibit "A", if applicable, or at a mutually agreed to fee or charge taking into consideration SSPM's costs or expenses for implementing the amendments or modifications. Any additional fees or charges will be invoiced to Client as incurred on a monthly basis pursuant to Section 2 of this Agreement.

7. POOL CLOSING

(a) SSPM may close the Pool in an emergency, because of any failure or threatened failure of Pool equipment or for other unforeseen causes outside SSPM's control. The date on which the Pool is closed for any reason under this section will be the Pool Closing Date. The Pool may be closed by SSPM for the following:

(1) Emergency Closing: SSPM reserves the right to close the Pool if, in SSPM's personnel's reasonable belief, there is a threat to the safety or welfare of Members which may result from (without limitation): inclement weather, such as

thunder, lighting, heavy rain or wind, or hazardous weather advisories, or contamination. SSPM personnel will reasonably attempt to contact Client's Representative if it is necessary to close the Pool early.

(2) Breakdown and Repair of Pool: In SSPM's best judgment, SSPM reserves the right to close the Pool due to a breakdown of the Pool including, without limitation, the Pool: 1) is inoperable for whatever reason; 2) requires repairs that must be performed during Pool hours of operation; 3) must be drained of water, or 4) requires Servicing after a Breakdown or Repair.

(b) In the event of a Pool Closing, the parties agree that there shall not be any cause for the amendment or modification of this Agreement and SSPM will not refund any amounts of compensation paid by Client because of a Pool Closing, except as allowed in Section C below.

(c) Should a time lapse of more than then fourteen (14) days from the Pool Closing Date be necessary to perform repairs and/or restore the Pool to normal operations, beginning on the fifteenth (15th) day, SSPM shall refund to Client ½ percent (0.5%) per day of the total Agreement compensation. If the Pool is not opened for normal operation within twenty-eight (28) days after the Pool Closing Date the Client may cancel this Agreement by giving seven (7) days advance written notice to SSPM after the twenty-eighth (28th) day.

8. SSPM PERSONNEL

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal of any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current StarGuard Elite or American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates,

or equivalent Lifeguard Training Certificates as stated by the Ohio Board of Health, such as YMCA, Ellis and Associates or Boy Scouts of America.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all published and posted rules of the Pool and minimum safety standards. When concerns arise related to the operation of the Pool that need to be addressed, the parties agree to meet and discuss them in a timely manner.

9. ADDITIONAL FACILITIES

(a) In addition to the maintenance to be performed upon the Pool, SSPM will maintain a Wading Pool and its pump, filter, and chemical feeders to maintain Water Quality.

(b) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.

(c) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

10. REPAIRS AND EQUIPMENT

(a) SSPM will supply all necessary personnel and chemicals to provide Services. Because equipment breakdowns cannot always be foreseen, Client agrees that any materials and repairs necessary for the proper operation of the Pool, which are outside the scope of SSPM's Services, shall be charged to Client. SSPM assumes no liability or responsibility for Water Quality or Pool maintenance due to inclement weather, breakdowns of Client's Pool, during periods of repair, or other unforeseen reasons causing damage to the Pool, and SSPM shall not be responsible or liable to Client for a Pool Closing due to a Breakdown or Repair. SSPM will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Pool to pre-construction condition, the cost of these services and chemicals will be charged to the Client. SSPM may close the Pool under this Section and Section 7 (Pool Closing) of this Agreement shall apply.

(b) SSPM shall have authority to replace, repair or obtain the services of third parties to replace or repair Pool equipment for all repairs that are equal to or less than \$150.00 without the prior approval of Client. Such items will be billed separately to Client. Client must provide

written approval for any repair expected to cost more than \$150.00, except when repairs are immediately required to prevent further damage to the Pool or when SSPM reasonably believes there is an immediate need or emergency situation, or SSPM is unable to reasonably contact Client's Representative.

(c) Any repairs required as the result of SSPM's negligence shall be done at SSPM's expense.

11. SIGNAGE AND POSTING OF RULES

SSPM shall be permitted to display a sign at the Pool in a conspicuous place and the sign will state SSPM's name, address and phone number and will designate SSPM personnel as being responsible for the safety and welfare of users, the quality of the Pool and performance of SSPM personnel.

12. DAMAGES DUE TO VANDALISM, WEATHER, AND ACTS OF GOD

(a) SSPM shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Pool or related facilities, and SSPM shall not be responsible for any additional expenses to restore Pool to working order. SSPM shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to Client's Representative prior to undertaking any repairs.

(b) In the event of vandalism or mischief, inclement weather, or Acts of God, SSPM personnel will take steps reasonably necessary to prevent damage to the Pool, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages.

13. CHEMICAL AND MAINTENANCE SUPPLIES

(a) SSPM will provide Pool chemicals including **chlorine tablets, liquid chlorine, muriatic acid, sulfuric acid, stabilizers, calcium chloride, soda ash, sodium bicarbonate**, and other chemicals needed for normal Pool operation and to maintain Water Quality in a safe and sanitary manner.

(b) SSPM will provide miscellaneous supplies including pool test equipment and reagents and restroom cleaning materials.

(c) Client will provide operating supplies including toilet paper, paper towels, trash bags and hand soap for restrooms.

(d) Any other supplies not specifically set forth in this section to be used at the Pool through the term of this Agreement shall be furnished by Client or at Client's expense.

14. CLIENT SAFETY AND MAINTENANCE EQUIPMENT

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(a) Safety Equipment

Rescue tube (one per lifeguard)
Backboard with appropriate securing material (3 straps/head immobilizer)
Lifeguard Stand
Umbrella for Lifeguard Stand (one per stand)
Ring Buoy and Line
Shepherds Crook
Fiberglass Reach Pole
First aid kit (meeting OSHA standards)
Blood-borne pathogens kit
Safety goggles
Rubber gloves
Fire extinguisher

(b) Maintenance Equipment and Supplies

12' – 24' extension pole
Commercial vacuum head
Leaf eater with fine mesh bag
50' commercial 1-1/2" vacuum hose
12" or longer nylon brush
12" or longer stainless steel bristle brush
clock
commercial skimmer net
mops, brooms, and dust pan
garden hose and nozzle
deck squeegee
trash receptacles (with lids)
algaecides
flying insect spray, etc.

15. SWIMMING LESSONS

(a) SSPM shall be permitted to provide swimming lessons at the Pool. SSPM will charge fees for swim lessons as shown below. Client must be given advance notice of any lessons to be held at the Pool and reserves the right to reasonably deny the use of the Pool that are not primarily for the benefit of Members. Each swim lesson student will pay the cost of lessons directly to SSPM and SSPM shall use the revenue to pay swim instructors salaries. All swimming

lessons offered by SSPM shall be held outside the normal hours of Pool Operation as listed on Exhibit "B." Swimming lessons will not interfere with the Services SSPM has agreed to provide under this Agreement. The swimming lesson fee schedule and structure is as follows:

(b) Group lessons will be available on the basis of eight (8) classes of thirty (30) minutes each (a "Session"). Lessons will run Monday – Thursday for two consecutive weeks. Four sessions will be provided. No more than eight (8) students may be enrolled in each class. All students wanting to participate will be accommodated. The cost is a minimum of \$35.00 per student for a session as defined above. Any session that exceeds the above specifications to be mutually determined by SSPM and Client.

16. INSURANCE

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, evidence that any and all such coverage is in full force and effect, and acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or canceled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 2) General Liability Insurance in the amount of \$10,000,000;
- 3) Professional Liability Insurance in the amount of \$10,000,000.

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and
- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 each person

17. INDEMNIFICATION

SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

18. NOTICES

All notices required or permitted under this Agreement shall be deemed given if delivered personally or if mailed by certified mail, return receipt requested, to the address set forth below. Delivery shall be deemed satisfactorily made if such notice is actually received by mail or private

courier at such address. If a party changes such an address, such party shall notify the other party of it by the notice procedures of this paragraph.

SSPM: **SWIMSAFE POOL MANAGEMENT, INC.**
 107 Commerce Drive, Loveland, OH 45140
 (513) 755-7075

Client: **John Jones, City Administrator**
 11700 Springfield Pike, Springdale, OH 45246
 (513) 346-5745

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

SSPM's Representatives:

Name: Shane Wiggins
Phone No.: 513-755-7075

Client's Representative:

Name: Charlie Wilson
Phone No.: 513-346-3910

19. ENTIRE AGREEMENT, MODIFICATION AND EFFECT

This agreement with exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, relationships or negotiations, written or oral. This Agreement may not be modified or amended unless the parties give mutual written consent. This Agreement shall be binding upon and inure to the benefit of SSPM and Client and to their respective successor and assigns.

20. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

21. SEVERABILITY

If a Court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement is unenforceable it shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

22. CAPTIONS/ HEADINGS

The captions or headings of this Agreement are for convenience of reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.

23. WAIVER

The failure of either party to enforce or require performance of any provision in the Agreement shall not operate as a waiver or affect the right of the party to enforce any provision at a later date. Any delay or accommodation of SSPM in the collection of any amounts due under this Agreement, or any amendments or modifications, shall not be a waiver of SSPM's rights to demand payment of any amounts owed by Client under this Agreement.

24. PROVISION FOR CHANGES IN FEDERAL LAW

If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage by more than 3 percent (3%), during the period of the contract, SSPM will present these additional cost to the Client. The Client, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

25. OPTION IN THE EVENT OF COST INCREASE(S)

If there is an increase of ten percent (10%) or more in any costs (including necessary wages paid to pool staff, chemicals, supplies, etc.) related to this Agreement, SSPM may present to Client a reasonable increase in the price of this Agreement based solely on SSPM's additional costs for providing the services stated herein. The Client, at its sole discretion, may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the proposed increase.

(Signatures on Next Page)

EXHIBITS

Exhibit "A" - Fee Schedule

Exhibit "B" - Pool Schedule, Hours of Operation, Staffing and Pool Parties

Exhibit "C" - Schedule for Events

CITY OF SPRINGDALE, OHIO

SWIMSAFE POOL MANAGEMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Joseph J. Braun, Law Director

ADDITIONAL TWO YEAR OPTION: By initialing below, on or before September 15, 2024, Client elects to make this a two-year agreement, at a price of \$199,330.00 for year 2025 (May 24-September 1). Client Initial Here _____

EXHIBIT "A"
Fees and Payment Schedule

CITY OF SPRINGDALE

Year 2024

Month	Monthly Total
January	\$.00
February	\$.00
March	\$15,000.00
April	\$23,000.00
May	\$35,000.00
June	\$39,000.00
July	\$39,000.00
August	\$39,000.00
September	\$9,330.00
October	\$.00
November	\$.00
December	\$.00
TOTAL	\$199,330.00

EXHIBIT “B”

Pool Schedule, Hours of Operation, Staffing and Pool Parties

May 25, 2024 through September 2, 2024

	Pool Operation	Concession Operation
Monday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Tuesday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Wednesday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Thursday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Friday	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Saturday	12:00 pm to 6:00 pm	12:00 pm to 6:00 pm
Sunday	12:00 pm to 6:00 pm	12:00 pm to 6:00 pm
Memorial Day	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
July 4 th	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm
Labor Day	12:00 pm to 8:00 pm	12:00 pm to 8:00 pm

School Days: Beginning August 5th, the pool will be closed on weekdays. Pool will be open normal hours on weekends and Labor Day.

After Hour Parties

Client to select up to four (4) after hour parties from 8:00 pm - 10:00 pm with 3 weeks prior notice of event dates.

Staffing:

- One (1) Pool Manager or Assistant Manager will be on duty during all hours of operation specified above. The designated Manager on duty will not be part of the Lifeguard rotation.
- Up to eight (8) lifeguards will be provided during all hours of operation specified above.
- Lifeguards and Manager will be provided at no additional cost to the Client for swim team practice, swim lessons, home swim meets and water aerobics even when they occur outside the hours of operation specified above. A schedule of these activities is attached as “Exhibit C.”
- One (1) front desk attendant will be provided during all regular hours of operation specified above.
- Two (2) concession attendants will be provided during all regular hours of pool operation specified above. One of the two employees will be a concession manager.

Pool Party Fee Schedule/Structure

After hours Pool parties will be provided by SSPM’s lifeguards for Clients parties that go beyond the normal hours of operation (i.e., Family Party). SSPM shall bill Client for After-hours Pool

parties at a rate of \$30.00 per hour per lifeguard or manager. This allows SSPM to pay lifeguards time and a half for working beyond normal hours of operation at the pool. All SSPM insurance shall apply to Pool parties.

“EXHIBIT C”

Schedule for Events

Kid Swim Lessons

Kids swim lessons take place 10:00 a.m. to Noon
Each Monday through Thursday
June 3, 2024 through June 27, 2024
July 8, 2024 through August 1, 2024

Adult Swim Lessons

One adult swim lesson session consisting of two classes for thirty minutes each
one night a week for eight weeks during regular pool hours.

The exact dates for the classes will be provided when the schedule is finalized.

Swim Team Practices

Swim team practices Tuesday May 28, 2024 through Friday May 31, 2024
from 11:00 a.m. to 12:00 p.m.

Swim team practices Monday through Friday, Monday June 3, 2024
through Friday July 12, 2024 from 7:15 a.m. to 9:55 a.m.

Swim Meets

There are four home swim meets

The exact dates will be provided when the schedule is finalized

Adult Water Aerobics

Occurs one hour a week on eight scheduled Saturdays

The exact dates will be provided when the schedule is finalized