



**POOL PERSONNEL, INC.**  
9910 Holmhurst Rd.  
Bethesda, MD 20817

**JOHN CURRIE**  
**CELL: 301-704-7415**  
**OFFICE: 301-530-1660**  
**FAX: 301-530-1662**  
**Email: [john@poolpersonnel.com](mailto:john@poolpersonnel.com)**

**THIS AGREEMENT**, dated this 30<sup>th</sup> day of November, 2014, between POOL PERSONNEL, INC. hereinafter referred to as “**CONTRACTOR**”, and MONTGOMERY SQUARE COPENHAVER SWIM CLUB, hereinafter referred to as “**OWNER**”, to provide for the operation and management by the CONTRACTOR of the OWNER’S swimming pool located at 12300 Falls Rd., Potomac, MD 20854.

### **HOURS OF OPERATION**

The CONTRACTOR will maintain the aforementioned swimming pool from May 23, 2015 through September 7, 2015, inclusive, during these hours:

#### **Before school closes (May 23– June 12):**

Monday through Thursday:	2:00 p.m. to 8:00 p.m.
Friday:	2:00 p.m. to 9:00 p.m.
Saturday:	11:00 a.m. to 9:00 p.m.
Sunday:	11:00 a.m. to 8:00 p.m.

#### *Exceptions in this period*

Sunday, May 24:	11:00 a.m. to 9:00 p.m.
Memorial Day:	11:00 a.m. to 8:00 p.m.
Friday, June 12 (MCPS half day)	12:00 p.m. to 9:00 p.m.

#### **Regular Season (June 13 – August 29):**

Daily:	11:00 a.m. to 9:00 p.m.
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#### *Exceptions in this period*

July 4:	11:00 a.m. to 6:00 p.m.
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#### **When MCPS Resumes**

Sunday, August 30:	11:00 a.m. to 8:00 p.m.
August 31 –September 4:	3:00 p.m. to 8:00 p.m.
Saturday, September 5:	11:00 a.m. to 8:00 p.m.
Sunday, September 6:	11:00 a.m. to 8:00 p.m.
Monday, September 7:	11:00 a.m. to 6:00 p.m.

(If OWNER intends to have a Dog Swim on September 7, the closing time for patrons will be adjusted such that the dogs will be out of the pool by 6:00 so staff

can put furniture away. Dog Swim will be limited to members and accompanied guests only.)

### **OPEN HOUSE**

In addition to the hours of operation noted above, CONTRACTOR agrees to prepare the pool in advance of Memorial Day for an Open House under the following terms:

- OWNER must notify CONTRACTOR by April 1, 2014 of definitive dates and times for Open House
- OWNER may host Open House not more than two weeks prior to the scheduled opening for the season, as noted above
- CONTRACTOR will provide full staff for a total of five hours for Open House
- Additional hours requested by OWNER will be billed at a prorated cost plus 10%

### **PERSONNEL**

All personnel employed by the CONTRACTOR for work under this agreement shall be employed solely by CONTRACTOR and will be employees of the CONTRACTOR. The CONTRACTOR will be responsible for paying these employees and shall pay all Social Security, Workman's Compensation, and other taxes and insurance incidental to the work of such employees. The CONTRACTOR contemplates utilizing the following staff on the basis of those hours needed per week to properly run the pool:

Manager: 1	Assistant Manager: 1	Pool Operator: 1
Lifeguards: 7	Relief Lifeguards: 2	

(The CONTRACTOR reserves the right to utilize Lifeguards as Gate Attendants and Relief Lifeguards from other pools operated by CONTRACTOR.)

All lifeguards employed by the CONTRACTOR shall have Lifeguarding Certificates. Any personnel found objectionable by the OWNER will be replaced as soon as a suitable replacement can be made available, but in no case longer than 72 hours following the statement of objection.

### **EXTENSIONS OF THIS AGREEMENT**

The CONTRACTOR shall, if requested at least 20 days in advance, operate the pool outside of the above dates/times at a prorated cost plus 10 percent. For events after the normal hours of the pool mentioned above (and not provided for elsewhere in this agreement), the OWNER agrees to arrange for the assistance of the members of the staff. The prorated amount shall be defined as \$70 per hour for events/hours that require full staffing. The hourly rate for events that do not require full staffing will be based upon

mutual agreement between OWNER and CONTRACTOR. For events such as pool parties that require an extra lifeguard, the rate for that guard shall be defined as \$15 per hour.

### **SUPPLIES AND MATERIALS**

The CONTRACTOR will obtain all necessary supplies (including janitorial supplies such as toilet paper, paper towels, cleaning agents, etc.), materials, permits (Hazmat and Health Dept.) and chemicals for the operation of the pool and the bath house. Payment of such shall be the sole responsibility of CONTRACTOR. It is the responsibility of OWNER to forward to CONTRACTOR any permit applications delivered to OWNER. Any materials and supplies needed for the operation of snack bar or vending equipment will be the sole responsibility of OWNER.

### **EMERGENCY CLOSING OF THE POOL**

The OWNER and/or CONTRACTOR may close the pool in an emergency situation, whether such emergency be caused by breakdown of equipment or by other causes outside the CONTRACTOR'S control (such as thunder and lightning in the area); such emergency will not require any change or adjustment of any provisions of this agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operation, the CONTRACTOR shall refund fifty (50) percent of the daily operation cost, on a prorated basis, until such time as the pool is reopened for normal operation.

### **POOL OPENING PROCEDURES**

The CONTRACTOR will prepare the swimming pool for opening by completing the following basic services:

- a. Inspect the pool and plumbing
- b. See that the pool is drained
- c. Acid-clean the pool
- d. Fill the pool
- e. Prepare pool heating, filtration and chlorination systems for use
- f. Check all the equipment and facilities
- g. Install deck equipment and ladders
- h. Reassemble bathhouse and freshwater plumbing
- i. Backwash and vacuum the pool
- j. Power wash deck surfaces as necessary.
- k. Clean and place furniture, umbrellas, and tables.
- l. Cooperate with other CONTRACTORS.

## **DAILY MAINTENANCE PROCEDURES**

A daily inspection will be made of the pool to check and clean facilities. A general cleaning will be performed in the morning prior to opening and/or in the evening after regular pool hours. The CONTRACTOR will be responsible for the following:

- a. Water purity, in conformance with Health Department standards.
- b. Operating pool in accordance with recognized safety rules and regulations, in addition to those specified by the OWNER. Five (5) copies of pool regulations will be provided by the OWNER to the CONTRACTOR prior to opening.
- c. Clean bathhouse and office.
- d. Vacuum pool and general cleaning of surrounding area including blowing debris from deck.
- e. Clean skimmer baskets and tiles
- f. Check bathrooms and trash hourly and record initials of those who perform checks
- g. Perform other services necessary to maintain the pool enclosure safe and clean.

## **CLOSING AND WINTERIZING OF POOL**

The CONTRACTOR will perform the following services necessary to close and winterize the pool:

- a. Inventory all stored equipment
- b. Drain and lubricate all pumps that require draining and that are so constructed that they can be drained
- c. Drain and clean all chemical feed pumps
- d. Backwash and drain filters
- e. Drain all bathhouse fixtures
- f. Drain and store hoses
- g. Store ladders, diving boards, guard chairs and equipment
- h. Clean chlorinator equipment
- i. Inspect equipment, machinery, and pool plumbing
- j. Notify OWNER upon completion of pool closing services
- k. Secure and lock pool enclosure
- l. Drain and prepare pool heater for cold weather
- m. Conduct periodic inspection of pool during winter months

## **UTILITIES**

The OWNER shall provide water, electricity, and gas (if required) for the operation of the pool. The OWNER shall provide telephone service and shall be solely responsible for the payment of such services. Telephone services shall be available from May 1 to September 20 to allow for opening and closing services.

## **ADDITIONAL OPERATIONAL REQUIREMENTS**

- A.** The CONTRACTOR shall maintain Public Liability Insurance in a minimum amount of Five Million Dollars (\$5,000,000) to cover accidents and injuries involving negligence of the CONTRACTOR'S employees that may be sustained by patrons or guests of the pool inside the lockable compounds of the pool during pool hours of operation.
- B.** The CONTRACTOR shall be responsible for filling out accident report forms and reporting accidents to the insurance company and designated member(s) of OWNER's board of directors
- C.** The CONTRACTOR shall maintain the necessary records required by the local health department.
- D.** The CONTRACTOR shall maintain workmen's compensation insurance through IWIF or comparable carrier.
- E.** The CONTRACTOR shall make available to OWNER, at OWNER'S request, copies of any and all insurance certificates
- F.** The CONTRACTOR will act as consultant and advisor to the OWNER on any improvements to provide for maximum utilization and enjoyment of the pool.
- G.** The CONTRACTOR will advise the OWNER of needed repairs. Routine and minor repairs to equipment will be considered part of the basic maintenance agreement with the OWNER solely responsible for the payment of necessary parts and materials. All other repairs needed to render the pool in operation condition will be made by the OWNER, at his expense. The CONTRACTOR, if requested by the OWNER, will arrange for this work. CONTRACTOR will ask OWNER for authorization of all repairs estimated to exceed \$250, except those necessary to keep the pool open in accordance with County regulation.
- H.** Repairs not covered by this agreement:
  - a. All electrical work and plumbing repairs (other than those services normally expected by a tenant in a landlord/tenant agreement).
  - b. All painting to inhibit rust or improve general appearance.
  - c. Major repairs to buildings, grounds, or equipment.

## **SPECIAL PROVISIONS**

The safety of swimmers in the OWNER's pool is of paramount concern to OWNER and is the primary reason OWNER is engaging CONTRACTOR under this Agreement. In accordance therewith, CONTRACTOR agrees that it will provide Lifeguarding Services for the OWNER during the hours defined herein and for additional pool activities as agreed to herein. Lifeguarding Services performed by CONTRACTOR's lifeguards who work at the OWNER's pool shall include, but not be limited to, supervising OWNER's swimmers, guiding OWNER's swimmers to comply with safe pool conduct, performing rescues and first aid when necessary, and other lifeguarding duties not enumerated here.

The CONTRACTOR will operate the pool in a manner so as to comply with all appropriate county, state and federal rules and regulations as to salaries and safety conditions.

Each beginning permanent pool employee at Montgomery Square Copenhagen Swim Club will be provided, by CONTRACTOR, one bathing suit, shorts, T-shirt, visor and cold weather item such as a windbreaker or sweat shirt. Male attire will match and female attire will match. All attire will clearly identify employees as lifeguards. All personnel will be in uniform while on duty, defined as having on at least one article of employer issued clothing. All personnel in lifeguard chairs shall have rescue tubes present at all times.

CONTRACTOR agrees to man the entry desk at all times and check in all patrons (and collect guest fees if applicable) by method to be determined by OWNER.

CONTRACTOR will employ the swim team coach and/or assistant coaches, if requested by OWNER. OWNER shall pay swim team coaches' salaries (for work relating to coaching of the Montgomery Square Copenhagen Swim Club Swim Team, rather than lifeguarding) by means of an increase in the compensation payable to the CONTRACTOR under this Pool Management Agreement equal to one hundred twenty percent of the total amount of the salaries payable to the swim team coaches. OWNER by its execution of a separate Coaching Agreement requests that CONTRACTOR hire (but not select) the swim team coach and assistant coach and CONTRACTOR agrees to do so. OWNER will advise CONTRACTOR prior to Memorial Day of the amount of the salaries payable to the swim team coaches and the amount by which the compensation payable to CONTRACTOR hereunder shall increase. At least one member of the coaching staff present at times when CONTRACTOR is not scheduled to be on the premises shall be certified in Lifeguard, CPR, First Aid, and AED. Copies of certificates must be on file with CONTRACTOR.

CONTRACTOR will provide staffing such that a minimum of two guards will be present on the pool deck at all times and in guard chairs or locations appropriate to the safety demands of the situation. Additional staffing will be provided at no additional charge for special occasions as defined in this agreement, including but not limited to the 4<sup>th</sup> of July.

CONTRACTOR, in order to maintain a clean pool environment, requires of OWNER a minimum of sixty (60) minutes in the morning between the conclusion of team practices and the opening of the pool to the general membership in order to properly clean/vacuum the pool. This requirement is reduced to thirty (30) minutes during Swim Team season.

OWNER agrees to have landscape personnel work with CONTRACTOR to ensure that the grounds are tended to in a manner so as not to interfere with the responsibilities of CONTRACTOR. CONTRACTOR will, at request of OWNER, provide a separate contract for the maintenance of the grounds. Grounds contract will

only be in effect with signatures of both parties and the execution of the pool management agreement.

CONTRACTOR will provide, at no additional expense to OWNER, staffing to support all swim meets. Staffing shall consist of a minimum of two guards, preferably of opposite gender, to be present for the duration of the meets, including arriving early on Saturday mornings to open up and staying late on Wednesday evenings to lock up. Guards shall assist with setup and resetting of pool before and after swim meets.

OWNER agrees to list CONTRACTOR as such on OWNER'S website and provide a link to website of CONTRACTOR.

**COMPENSATION TO CONTRACTOR**

For the aforementioned services, the OWNER agrees to pay the CONTRACTOR the total amount of Seventy Thousand Seven Hundred Fifty Dollars (\$70,750), such payment to be made on the following schedule:

On the 15 <sup>th</sup> of March (or before)	\$7,500
On the 15 <sup>th</sup> of May (or before)	\$15,000
On the 15 <sup>th</sup> of June (or before)	\$15,000
On the 15 <sup>th</sup> of July (or before)	\$15,000
On the 15 <sup>th</sup> of August (or before)	\$15,000
On the 15 <sup>th</sup> of September, or at which time as all closing services have been completed to the satisfaction of the OWNER	\$3,250

**IN WITNESS WHEREOF**, the parties hereto have signed this agreement by their duly authorized officers, on the date below; this agreement to be in full force and effect from that date.

DATE: 2-24-2015

BOARD MEMBER: *R. Parker*  
Board Montgomery Square Copenhagen Swim Club

DATE: 11-30-2014

CONTRACTOR: *John A. Currie*  
Pool Personnel, Incorporated  
John A. Currie, OWNER