

Agreement

SWIMMING POOL. EQUIPMENT OPERATOR BENT TREE ASSOCIATION 2020

This agreement is made on the __th day of March 2020 between the Bent Tree Association, an Ohio not for Profit Corporation, herein referred to as the "Association", and Thomas J Muckley, herein referred to as the "Pool Equipment Operator" (PEO).

In consideration of the mutual agreement, the Association and the PEO agree as follows:

I. EMPLOYMENT

The Association owns and operates swimming pools (swimming pool and wading pool) located in the Bent Tree Subdivision, Strongsville, Ohio. The PEO is willing to be employed by covenant, and conditions hereinafter set. In consideration of the mutual covenants and promises of the parties hereto, the Association and PEO covenant and agree as follow:

II. NATURE OF EMPLOYMENT

The Association does hereby employ and hire the PEO to provide for the operation and maintenance according to the specifications and guidelines hereinafter for the Association's swimming pool equipment (swimming pool and wading pool) located in Strongsville, Ohio.

III. MANNER OF PERFORMANCE OF PEO DUTIES

The PEO agrees that he will, at all times, faithfully and industriously, to the best of his ability, expertise, and talent, perform all duties that may be required and from the Association pursuant to the expressed and implicit terms of this agreement to the reasonable satisfaction of the Association.

IV. TERM OF CONTRACT

The PEO shall be employed by the Association for the term of this contract, commencing on January 1st and terminating on December 31st in the years written above.

V. EMPLOYEE BENEFITS AND WAGES

During the contract period specified above, the Association's liability insurance shall include the PEO as an insured.

The Association shall be responsible for payment of the Ohio Worker's Compensation Premiums and attend to the withholding of Federal, FICA, State and Local Income taxes from wages paid to the PEO. The Association shall pay the PEO wages according to the following schedule:

		<u>2020</u>
April 15	-	Seven Hundred Fifty Dollars (\$750)
June 1	-	One Thousand Two Hundred Fifty Dollars (\$1,250)
July 15	-	One Thousand Two Hundred Fifty Dollars (\$1,250)
August 30	-	One Thousand Two Hundred Fifty Dollars (\$1,250)
		For an annual total of Four Thousand Five Hundred Dollars (\$4,500)

Hourly Contract Rate for additional services identified in this contract shall by \$35.00 per hour in the contract year.

VI. DUTIES

A. PEO Duties - Start of Contract - Duties, Inspection, and Report

1. Assess the operational condition of the pool pumps, filters, circulation system, sanitizers, and pool heater to ensure compliance with state Board of Health regulations.
2. Electrical, water, sewer utilities, and related devices/services including building, building, lighting, toilets, sinks, drains, fencing, gates and trash and housekeeping are not covered in this contract.
3. Assess needs for the pool season regarding pool and pool system needs, and incidental supply needs.
4. Refresh/replenish filter system sand beds.
5. Check all pool operating equipment to ensure reliable operation.
6. Make recommendations to the Association for the purchase of, and/or repair of equipment.
7. Order, on behalf of the Association, all necessary start-up, closing, and operating chemicals and supplies.

Agreement

8. Provide hands-on instruction/demonstration to all lifeguards and lifeguard manager concerning their routine operating records and maintenance duties. This shall include contingency action list for common anomalies in pool operations.
9. Provide a written report summarizing the status of all the pre-season equipment conditions.
10. Consult with Association for training of lifeguards so that they are capable to perform regular daily equipment, facility, and water condition inspections, tests, corrective action, and routine activities

B. Association's Duties- Pool Operation and Lifeguard Management

1. Maintain the record of Pool Operator licensee of record with the Cuyahoga County Board of Health.
2. Provide for and manage all Pool Operations and lifeguard staffing
3. Provide and manage the lifeguard staff as employees of the Association.
4. Provide and maintain the Pool Operation Manual, Calendar, and Bulletin Board. The PEO will contribute to all pool equipment operation procedures and documentation.
5. Coordinate all lifeguard training sessions with the PEO.

Pool Equipment Operation Association/Lifeguard Duties

1. Maintain daily log as required by local Health regulations, the Association, and the PEO.
2. Check water chemistry - 3 times /day (3 hour increments) to ensure compliance with state regulations
3. Check/fill water level to maintain water level on tile (regularly)
4. Check and record in the log main water flow daily
5. Check and record in the log pool heater water flow rate daily
6. Check and record in the log pool water temperature daily
7. Check and record in the log filter pressure daily
8. Check/clean skimmers daily
9. Check chlorine tank level daily. Change tank pickup line as necessary
10. General housekeeping of the pool house, restrooms, deck chairs, umbrellas, and pool grounds.

C. PEO Duties - Pool Equipment Preparations

1. Supervise the removal and stowage of the winter cover *
2. Check all line plugs
3. Install return port diffusers
4. Install skimmer baskets
5. Check underwater lights
6. Install all ladders and railing
7. Install depth marker float Line
8. Layout Shepherd's hooks
9. Install drinking fountain water line
10. Close all faucets
11. Turn on city water
12. Turn off interior heaters - shut off circuit breaker
13. Connect chlorine system
14. Vacuum pool floor (automatic or manual) as necessary to clear sediment. (Does not include draining/cleaning as required for special circumstances, i.e.; repairs, repainting, excessive sediment)
15. Fill pool water
16. Administer necessary chemicals for start-up
17. Start pump/filter system operations
18. Start pool heater system

* The Association will provide all labor to remove and stow the winter cover in the Association's storage shed.

D. PEO Duties - Pool Season Daily/Periodic Routine Duties (Season is from Memorial Day through Labor Day)

1. Check the Daily Log
2. Check water chemistry
3. Check/fill water level
4. Check main pool water flow
5. Check pool heater water flow rate
6. Check pool water temperature

Agreement

7. Check filter pressure
8. Recommend Sparky use schedule (pool cleaning)
9. Schedule manual pool vacuuming by lifeguards
10. Check skimmers daily
11. Check chlorine tank every 2-3 days
12. Backwash filters @ 30-35 psi
12. Check/clean pump strainer baskets
13. Replenish wading pool chlorinator pellets
14. Check daily log as required by local Health regulations and or the Association.
15. Store equipment and lockup pool facilities daily at pool closing.

E. Pool Closing and Winterizing

1. Drain and clean filter tanks, systems, lines, skimmers, chlorinator, and heater.
2. Drain pool to appropriate level.
3. Store underwater lights
4. Plug lines and install antifreeze.
5. Shut off water supply to outside drinking fountain
6. Disconnect water line to drinking fountain.
7. Chemical shock pool prior to installation of winter cover.
8. Remove all pool accessory devices
9. Supervise installation of winter cover. *
10. The PEO will provide a written status report to the Association following pool closing.

*The Association will provide all labor to install the winter cover.

F. Miscellaneous

1. Consult the Association management to the operation and maintenance of the pool facilities and equipment.
2. The PEO shall develop a maintenance schedule for pool equipment.
3. The PEO shall purchase the needed chemicals and supplies from source know, reputable and competitive.
4. Purchases shall be made in quantities necessary for the normal operations and substance shelf life. Suppliers shall invoice the Association directly.
5. The PEO will visit the pool area daily/regularly to perform or verify daily operations.
6. The PEO shall be available to the Trustees as required.
7. The PEO shall advise the Association in the event of a required daily closure due to mechanical failure.

VII. MAINTENANCE

1. The PEO shall perform any unscheduled, emergency maintenance necessary to avoid a facility closing. The PEO shall be compensated for performance of repairs or services, which are not within the scope of this contract, at the contracted hourly rate.
2. The PEO will inform the Association of the problem and/or needed long term/permanent repair.
3. The PEO may elect to perform any long-term permanent repair work deemed necessary by the PEO. The PEO shall be compensated for performance of these repairs or services at the contracted hourly rate.
4. The PEO may, in lieu of performing the above specified long-term repair work, recommend any/other maintenance organizations capable of performing the work.
5. The Association may retain others to perform long-term permanent repairs in the event the PEO declines to perform the needed repairs.
6. At the request of the Association, board of trustees, the PEO may elect to obtain competitive bids from certified companies, contractors or registered trades people for maintenance and/or services associated with the pool facilities. PEO shall be compensated for bid solicitations at the contracted hourly rate, pre-approved by the Board of trustees.

VIII. NONTRANSFERRABILITY

This is a personal agreement. The PEO's rights hereunder may not be sold, transferred assigned, or pleaded.

IX. SEVERABILITY

Agreement

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such agreements and covenants were not contained herein.

X. CHOICE OF LAW

It is the intentions of the parties hereto that this agreement shall be constructed according to the laws of the State of Ohio.

XI. DISCHARGE FOR CAUSE

The Association may discharge the PEO for any failure of the PEO to perform any agreement, duty, or obligation under this contract. If the Association discharges the PEO pursuant to the provisions of this section or for any reasons referred herein, the Association shall only be liable to pay the PEO his wage to the date of the discharge and the Association may collect any balance owed to it by the PEO.

XII. INABILITY TO PERFORM DUTIES

If the PEO, for any reason, shall be or become unable to perform or shall be prevented from performing the services herein contracted for, then the Association shall have no obligation to continue payment of the PEO's wages or any part thereof as herein provided except only as provided under Worker's Compensation Laws of the State of Ohio.

XIII. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

It is further agreed that no waiver or modification of this agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing, and duly executed by the part to be charged with it and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arbitration, or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of a party hereunder unless such waiver or modification is in writing duly executed as aforesaid and the parties further agree, that the provisions of this paragraph may not be waived except as herein set forth.

XIV. ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties hereto and there are no inducements, promise, terms, conditions, or obligations made or entered into by the Association or PEO other than contained herein. The foregoing provisions are understood and agreed to by the Undersigned.

In witness whereof the parties have executed this agreement at Strongsville, Ohio the day and year first above written.

SIGNED IN THE PRESENCE OF.

Witness

Thomas J Muckley, PEO

, Trustee

Bent Tree Association by and through
Its duly authorized representative