

**MAYOR AND COUNCIL PUBLIC HEARING  
TUESDAY, FEBRUARY 23, 2021, 6:00PM**

1. Railroad Square Development – This is a follow-up to the Mayor and Council Workshop held on February 16, 2021. Callers will have three minutes to speak and must sign up ahead of time by contacting Assistant@BrunswickMD.gov by 3pm on Tuesday, February 23, 2021.

**MAYOR AND COUNCIL MEETING  
TUESDAY, FEBRUARY 23, 2021, IMMEDIATELY FOLLOWING**

1. **CALL TO ORDER, PLEDGE, AND ROLL CALL**
2. **MAYOR’S REMARKS**
3. **CITIZENS’ FORUM (PETITIONS, REMONSTRANCES, AND COMMUNICATIONS)**
4. **INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES**
  - a. Resolution 2021-01 – Handicap Approval – 114 West B Street
5. **COUNCIL MEMBER REPORTS**
6. **CONSENT AGENDA**
7. **UNFINISHED BUSINESS**
  - a. FY2020 Audit Budget Amendment – vote anticipated
8. **NEW BUSINESS**
  - a. Yourtee Springs Clearwell Change Order – vote anticipated
  - b. PW Vehicle Bid Awards – vote anticipated
  - c. 2021 Pool Contract Bid Award – vote anticipated
  - d. 2021 Event Calendar – vote anticipated
9. **ADJOURNMENT**

2/19/2021 9:33 AM



# THE CITY OF BRUNSWICK MARYLAND

1 WEST POTOMAC STREET · BRUNSWICK, MARYLAND 21716 · (301) 834-7500

## Handicap Parking Space Request Form

Applicants for a Handicap Parking Space must meet the following minimum requirements:

- City of Brunswick resident;
- Resides in a dwelling unit with no associated accessible off-street parking; and
- Possesses a parking placard or license plate from the MD Motor Vehicle Administration.

The following documentation must accompany the application:

- A copy of the placard or license plate; and
- Documentation showing the applicant resides in the dwelling unit for which the applicant seeks to have the handicapped parking space created.

Date:	18 Jan 2021
Name:	Sheila A LaFrate
Address:	114 W B St. Brunswick, MD 21716
Phone #:	301-524-6059 or 301-834-9174
Email Address:	curiouskitchen47@aol.com
Location of Handicap Space:	In front of 114 W B St. Brunswick, MD 21716
Handicap Vehicle Tag #:	N/A
Expiration Date:	Permanent

Any individual who has been issued a special handicap parking space must notify the City of Brunswick of any changes to their handicap permit status.

\*\*\*FOR CITY USE ONLY\*\*\*

\*all appropriate docs received by staff CAM

Police Comments: OK

Public Works Comments: OK

M&C Mtg Date: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Resolution Generated \_\_\_\_\_ # \_\_\_\_\_

4:15 PM  
 emailed  
 1/20/21  
 3

**RESOLUTION NO. 2021-01**

**A RESOLUTION TO AUTHORIZE HANDICAP PARKING ON WEST B STREET WITHIN THE CORPORATE LIMITS OF THE CITY OF BRUNSWICK, MARYLAND.**

**WHEREAS**, pursuant to the powers granted to them by the Annotated Code of Maryland, and Section 6-1201 of the Code of Ordinances of the City of Brunswick, Maryland, the Mayor and Council deem it to be “necessary for the safety and control of vehicular or pedestrian traffic or for the regulation of the use of parking areas” to assign a handicap parking space within the corporate boundaries of the City of Brunswick, Maryland and to authorize the erection of a handicap parking sign.

**BE IT RESOLVED**, that a handicap parking space shall be enacted at 114 West B Street, within the corporate boundaries of the City of Brunswick, Maryland and that this sign shall be erected within the corporate boundaries of the City of Brunswick, Maryland as determined by the Brunswick Department of Public Works and the Brunswick Police Department.

**PASSED** this day 23<sup>rd</sup> day of February, 2021 by a vote of \_\_\_ for; \_\_\_ against; \_\_\_ abstaining, and \_\_\_ absent.

ATTEST:

\_\_\_\_\_

David B. Dunn, City Administrator

COUNCIL OF THE CITY OF BRUNSWICK:

By: \_\_\_\_\_

John Dayton, Mayor Pro Tem

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST: \_\_\_\_\_

David B. Dunn, City Administrator

\_\_\_\_\_

Nathan Brown, Mayor

## BUDGET TRANSFER REQUEST / MODIFICATION

INTENT: To transfer money between detailed line items across departments after budget is adopted.

NOTES: Provide form & applicable support (i.e. quote, invoice, email, etc.) to the City Admin & Accountant.

<b>FISCAL YR:</b>	<u>2021</u>	<b>Transfer Amt:</b>	<u>\$533,597</u>
<b>Fund:</b> <small>(Circle One)</small>	General    Capital    Water	<b>Wastewater</b>	
<b>Department:</b>	<u>General</u>	<b>Department:</b>	<u>Capital</u>
<b>FROM GL</b>		<b>TO GL</b>	
<b>Account:</b>	<u>10-600-08-9503</u>	<b>Account:</b>	<u>30-175-08-5101</u>
<b>GL Acct Desc:</b>	<u>Transfer to Capital Projects</u>	<b>GL Acct Desc:</b>	<u>Transfer in from General Fund</u>

**Purpose / Description:**

To transfer GF FY20 Audit Balance to Capital (\$425,797)

To transfer Budgeted amount for FY21 to Capital (\$107,800)

**Submitted By:** Rikki Bruchey                      **Date:** 2/8/2021

**Guidelines:**

\$0-\$1,000	requires approval from Dept Head
\$1,000 - \$10,000	requires approval from Mayor
Above \$10,000	requires recommendation of Finance Committee & approval from Mayor & Full Council (Competitive Bids)

**Approval:**      Approved                      Disapproved  
(Circle One)

**Details:**

<b>City Administrator</b>	<b>Date</b>	<b>Mayor</b>	<b>Date</b>
<b>Finance Comm. Recommendation(If Required):</b>		<b>Mayor and Council Approval (If Required):</b>	
Approved                      Disapproved		Approved                      Disapproved	
<small>(Circle One)</small>		<small>(Circle One)</small>	

**For Accountant's Use- Date Posted to Budget:** \_\_\_\_\_                      Form Date 03/20/17

### **Yourtee Springs Clear Well Change Order Staff Report**

Callas Contractors found water infiltration in the clear well during the demolition of the metal structure that covered the well early on, thus necessitating the need for this change. The necessary change order work amounts to \$45,808.83, and 79 days of lost work. The contractor is not asking for compensation for lost work, just for a timeline extension for the project to make up the difference. Project engineers Whitman, Requardt are satisfied with Callas Contractors answers to all questions about this change and recommend approval of this change order. The Finance Commission recommends approval to the Mayor and Council.



## MEMORANDUM

**Date:** February 16, 2021

**To:** David Dunn, City Administrator

**From:** Andy Cooper - WRA

**Subject:** PCO #02-R1 Clear Well

**CC:** File 14422-002

**Work Order Number:** 14422-002

**Owner's Contract No.** 22-19W

**Contractor's Project No.** 20-051

**Project:** Yourtee Spring Upgrade

We are in receipt of PCO #02-R1 dated February 16, 2021 in the amount of \$45,808.83 and 79 calendar days, regarding the Concrete Repairs to the Clear Well to prevent water infiltration. The Contractor notified the Owner and Engineer of water infiltration into the clear well during the demolition of the metal superstructure that covered the clear well.

Comment on the proposed change order are as follows:

1. Recommend that the City of Brunswick approve this change order in the amount of \$45,808.83 and extend the contract an additional non-compensatory 79 calendar days.

**Callas Contractors, LLC**

10549 Downsville Pike  
Hagerstown, MD 21740  
Ph : (301)739-8400

**Letter of Transmittal**

**To:** Brian Mullis  
Whitman, Requardt & Associates  
801 South Caroline Street  
Baltimore, MD 21231  
Ph: 410-235-3450 Fax: 410-243-5716

**Transmittal #: 100**  
**Date:** 2/16/2021  
**Job:** 20-051 Yourtee Spring Upgrade

**Subject:** Change Request - COR #002 R1: New concrete in clear well.

- WE ARE SENDING YOU**
- Attached
  - Under separate cover via the following items:
  - Shop drawings
  - Prints
  - Plans
  - Samples
  - Copy of letter
  - Change order
  - Specifications
  - Change Request

Document Type	Copies	Date	No.	Description
Change Request	1	2/16/21	COR #002 R1	New concrete in clear well.

**THESE ARE TRANSMITTED as checked below:**

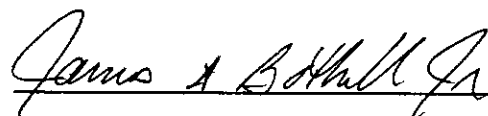
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE
- Approved as submitted
- Approved as noted
- Returned for corrections
- Other
- PRINTS RETURNED AFTER LOAN TO US
- Resubmit \_\_\_ copies for approval
- Submit \_\_\_ copies for distribution
- Return \_\_\_ corrected prints

**Remarks:**

**Copy To:** Leather, James (Callas Contractors, Inc.), File (Callas Contractors LLC)

**From:** Bothell, JR (Callas Contractors LLC)

**Signature:**



## Callas Contractors, LLC

10549 Downsville Pike  
Hagerstown, MD 21740  
Ph : (301)739-8400  
Fax: (301) 790-7946

### CHANGE REQUEST

**TO:**  
Whitman, Requardt & Associates  
801 South Caroline Street  
Baltimore, MD 21231  
Attn: Brian Mullis  
Ph: 410-235-3450 Fax: 410-243-5716

**DATE:** 2/16/21  
**CCI JOB NO.:** 20-051-002  
**CHANGE ORDER REQUEST NO.:** COR #002 R1  
**OWNER APPROVED CO NO.:**

**PROJECT NAME:** Yourtee Spring Upgrade (20-051) - Knoxville, MD  
**ARCHITECT PROJECT NO.:**

**DESCRIPTION OF WORK:** Furnish material, labor and equipment to install new concrete in clear well.  
2/16/21: Revised to add freight and more details. Materials detail attached.

CONTRACTOR/ SUPPLIER	COST CODE	MATERIAL	LABOR	EQUIP	SUB- CONTRACT	OTHER
Callas - Foundation Drain/Working Forman 16 Hrs @\$35	02-690		560.00			
Callas - Foundation Drain/2 Carp 16 Hrs @\$25	02-690		800.00			
Callas - Foundation Drain/Drainage bd 1400 sf	02-690	1,604.84				
Callas - Foundation Drain/Truck 2 days	02-690			160.00		
Callas - Concrete/Reinforced plastic	03-010	265.00				
Callas - Concrete/Concrete (breakdown attached)	03-010	10,455.84				
Callas - Concrete/Working Forman 80 hrs @\$35	03-010		2,800.00			
Callas - Concrete/Operator-Carp 80 Hrs @\$32	03-010		2,560.00			
Callas - Concrete/2 Carp 126 Hrs @\$25	03-010		6,300.00			
Callas - Concrete/PUmp Truck 2 Days	03-010			4,800.00		
Bragunier - Masonry/Masonry credit	04-010				(300.00)	
Callas - Processing Piping/2 Carp 8 Hrs @\$25	15-040		400.00			
Callas - Processing Piping/Sleeve & linkseal	15-040	457.92				
Callas - Processing Piping/Freight	15-040					35.00
Labor Burden @	62.00 %		8,320.40			
Sales tax is included.						
<b>SUBDIRECT COST</b>		12,783.60	21,740.40	4,960.00	(300.00)	35.00

ADD-ON	PERCENT	BASE	TOTAL
OH & P SELF	15.00%	39,519.00	5,927.85
OH-P SUB	5.00%	(300.00)	(15.00)
P & P BOND	1.50%	45,131.85	676.98

**Callas Contractors, LLC**

10549 Downsville Pike  
Hagerstown, MD 21740  
Ph : (301)739-8400  
Fax: (301) 790-7946

**CHANGE REQUEST**

**TO:**  
Whitman, Requardt & Associates  
801 South Caroline Street  
Baltimore, MD 21231  
Attn: Brian Mullis  
Ph: 410-235-3450 Fax: 410-243-5716

**DATE:** 2/16/21  
**CCI JOB NO.:** 20-051-002  
**CHANGE ORDER REQUEST NO.:** COR #002 R1  
**OWNER APPROVED CO NO.:**

**PROJECT NAME:** Yourtee Spring Upgrade (20-051) - Knoxville, MD  
**ARCHITECT PROJECT NO.:**

**DESCRIPTION OF WORK:** Furnish material, labor and equipment to install new concrete in clear well.  
2/16/21: Revised to add freight and more details. Materials detail attached.

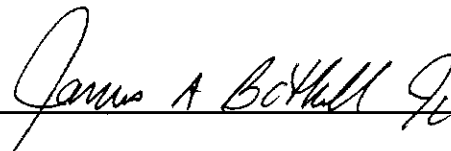
<b>CHANGE ORDER SUMMARY</b> Cc: Leather, James (Callas Contractors, Inc.), File (Callas Contractors LLC)	<b>TIME EXTENSION:</b> 79 Days	<b>TOTAL AMOUNT</b> \$ 45,808.83
---	--------------------------------	-------------------------------------

Please sign and return (1) copy to our office. Retain one copy for your files.

ACCEPTED:

BY:

BY:



DATE:

DATE: 2/16/2021

**Job 20-051 – YOURTEE SPRING UPGRADE**

**COR #002 R1**

**CONCRETE MATERIALS BREAKDOWN**

**\$10,455.84**

Concrete 26 cubic yards @ \$200 + tax – breakdown per c.y.:

\$117.00 - 4500 PSI Concrete

\$ 50.00 – Crystalline Admixture

\$ 1.00 – Environmental Fee

\$ 3.00 – Winter Charge

\$ 5.00 – 1% NC Accelerator

\$ 24.00 – Pump Prime

**\$200.00 – Total per c.y. = \$5,200.00 + tax**

Concrete Reinforcement 1.7 Ton @ **\$2,700.00 + tax**

Water Stop @ **\$625.00 + tax**

Forming Materials @ **\$1,161.00 + tax**

Miscellaneous Materials @ **\$108.00 + tax**

\$ 5,200.00 – Concrete

\$ 2,770.00 - Reinforcement

\$ 625.00 – Water Stop

\$ 1,161.00 – Forming Materials

\$ 108.00 – Miscellaneous

\$ 9,864.00 – Subtotal

591.84 – 6% Tax

**\$10,455.84 – TOTAL MATERIALS**

The City of Brunswick has the following vehicles and equipment for sale. Bids may be submitted by email to Assistant@BrunswickMD.gov (preferred method) or by dropping off at City Hall, 1 West Potomac Street. Bids are due by 4:30pm on Monday, February 22, 2021.

Bidder Name: \_\_\_\_\_

Bidder Phone #: \_\_\_\_\_

Bidder Email: \_\_\_\_\_

1. 2006 Ford Explorer – 4.0, 4x4 automatic, 95,573 miles  
(Available to view at Empty City Lot – 811 West Potomac Street)  
Bid Amount \$ \_\_\_\_\_
  
2. 2005 Ford Escape – 3.0, 4x4 automatic, 109,069 miles  
(Available to view at Empty City Lot – 811 West Potomac Street)  
Bid Amount \$ \_\_\_\_\_
  
3. 1994 Ford F-Super Duty – 7.3 IDI, 2wd automatic, Waldron Skyvan 1-man boom lift, 16,741 miles  
(Available to view at Empty City Lot – 811 West Potomac Street)  
Bid Amount \$ \_\_\_\_\_
  
4. 2000 Ford F350, 7.3 liter Powerstroke, 4x4 automatic, 11’ dump body with 8.5’ Myers plow, 59,420 miles  
(Available to view at Empty City Lot – 811 West Potomac Street)  
Bid Amount \$ \_\_\_\_\_ **Minimum Bid Amount \$3,500**
  
5. Wacker Drive-on Tamper Roller – 18 hp gas, 36” wide rollers, 1.5 ton –  
(Available to view at Public Works – 600 Petersville Road)  
Bid Amount \$ \_\_\_\_\_ **Minimum Bid Amount \$4,000**

## **2021 Pool Contract**

Two quotes were received from RSV Pools for the upcoming season; one for a “regular” season, and one for a limited “COVID” season, as was conducted in 2020. The difference between the two seasons would be less operating hours, no swim lessons, no private parties, etc. which result in less guards, chemicals, cleaning and paper products, etc. The full season quote is for \$76,194 which is only \$1,674 more than the 2020 season quote. The COVID season quote is for \$59,934. Council can determine the method of which to hold the pool season later on, and any hybrid operation can be considered. Staff requests approval of both contracts at this time. Finance Commission recommended the approval of the quotes to the Mayor and Council.



This Agreement is made and entered into as of the 22<sup>nd</sup> day of January, 2021 by and between **RSV Pools, Inc.** a Maryland Corporation (“**RSV Pools**”) and **The City of Brunswick** (“**Brunswick**”), to provide for the operation and management by RSV Pools of the City of Brunswick Municipal Swimming Pool & Splash Park located at 99 Cummings Drive, Brunswick, MD 21716.

WHEREAS, OWNER desires to place the responsibility for the upkeep, repair, and general activities necessary in maintaining a swimming pool in the hands of RSV Pools who is able to fulfill a variety of duties in connection with same, and

WHEREAS, RSV Pools desires to ensure that there is a mutual understanding of the scope and extent of its duties and desires that the overall relationship between the parties be clearly defined; and

WHEREAS, the potentially hazardous nature of a swimming pool requires that certain issues of importance to both parties be set forth with specificity.

NOW THEREFORE, in consideration of the promised and mutual covenant contained herein, the parties agree as follow.

## **SECTION 1. TERM OF AGREEMENT**

Subject to the terms and conditions contained herein RSV Pools will commence its duties with respect to the aforementioned swimming pool(s) prior to **May 29, 2021** opening day in order to perform opening procedures, RSV Pools will continue its duties through **September 6, 2021** at which time the pool(s) shall close and RSV Pools will perform closing duties.

## **SECTION 2. HOURS OF OPERATION**

<b>A.</b>	<b><u>REGULAR HOURS</u></b>
<b>MONDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>TUESDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>WEDNESDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>THURSDAYS:</b>	<b>7:00AM TO 7:00PM</b>
<b>FRIDAYS:</b>	<b>7:00AM TO 8:00PM</b>
<b>SATURDAYS:</b>	<b>12:00PM TO 8:00PM</b>
<b>SUNDAYS:</b>	<b>12:00PM TO 8:00PM</b>
<b>HOLIDAYS:</b>	<b>12:00PM TO 8:00PM</b>
<b>SCHOOL DAYS:</b>	<b>ONLY OPEN ON WEEKENDS 12:00PM TO 8:00PM</b>

*One guard will come in each day an hour early to prepare the swimming pool(s).*

- B. *Contract is based on 302 work hours per week during regular season.  
Contract is based on 80 work hours per week during the school season.*
- C. Holidays - The parties recognize the following as Holidays: Memorial Day, Independence Day and Labor Day. Any alterations and/or additions to the above listed holidays will involve an additional charge to Brunswick. The pool will close at 6:00PM on Independence Day to allow all patrons and staff to participate in the holiday celebrations.
- D. RSV Pools shall upon Fifteen (15) days' notice from Brunswick operate the pool at other than the aforementioned dates and times at the cost of One and One Half Percent (1.5%) per day of the total contract price plus the cost of chemicals and other supplies and materials.
- E. Brunswick swimming pool(s) will operate under the school schedule above at all times Frederick County Public Schools are in session, if school hours are applicable under Section Two of this Agreement.

### **SECTION 3. JANITORIAL SUPPLIES**

RSV Pools will obtain all necessary chemicals and toiletry items needed to maintain the pool and bathhouse facilities, including but not limited to paper towels, toilet paper, pine oil, comet, toilet cleaner, scrub pads and window cleaner. **RSV Pools is to pay for the cost of all janitorial supplies.**

### **SECTION 4. YEARLY PERMITS AND LICENSES**

RSV Pools shall secure yearly certificates and/or permits required by the Health Department and/or regulatory agencies. **RSV Pools shall pay for the cost of certificates and permits.** This does not include plan reviews, VGB permits, or electrical permits. If permits cannot be acquired by RSV Pools due to some problem, defect or circumstances beyond the control of RSV Pools, it shall be Brunswick's responsibility to secure such certificates and/or permits in sufficient time.

### **SECTION 5. SUPPLIES AND MATERIALS**

RSV Pools will obtain **all necessary chemicals needed** to balance and maintain the water chemistry of the pool. **Payment for such chemicals shall be the sole responsibility of RSV Pools. Payment for test kit chemicals and winterizing algaecide shall be the sole responsibility of RSV Pools.**

### **SECTION 6. OPENING SERVICES**

- A. RSV Pools shall prepare the swimming pool facility for opening by performing the

following standard services:

1. Inspect bathhouse and filtration system, including filter sand.
  2. Reassemble pipes and reinstall freeze plugs removed in winterization process.
  3. Circulate water through bathhouse equipment, inspect for leaks and/or improper function of facilities.
  4. Pump out and drain the pool(s), as needed.
  5. Acid wash the pool(s) as needed.
  6. Remove underwater lights and clean niches.
  7. Inspect skimmers, install baskets and cover plates or throttle devices.
  8. Obtain any necessary authorization to fill the pool.
  9. Reinstall chemical feeders and prepare them for operation.
  10. Order and store necessary chemicals for opening and operation of pool.
  11. Install diving boards, guard chairs, ladders and handrails.
  12. Have pool in operational condition two weeks before opening day.
  13. Clean all deck furniture.
- B. Brunswick will prepare the pool for opening by completing the following services:
1. Have fresh water lines functioning for use by April 1, 2021.
  2. Provide receptacles for debris removed from pool during cleaning.
  3. Provide RSV Pools Three (3) sets of keys to facilities by March 15, 2021.
  4. Have working telephone by March 15, 2021.

## **SECTION 7. DAILY MAINTENANCE AND OPERATION**

RSV Pools will make a daily inspection of the pool to check and clean facilities and will perform a general cleaning daily or as needed. RSV Pools will also be responsible for the following:

- A. Clean area inside pool gate.
- B. Clean filter room and bathrooms.

- C. Vacuum and brush walls of pool(s).
- D. Empty and clean all ashtrays as needed.
- E. Line up chairs for the next day's use.
- F. Take down umbrellas.
- G. Clean skimmer baskets.
- H. Maintain chlorination system and cleaning hair and lint strainers.
- I. Provide normal protection against corrosion of metal and electrical parts caused by water and chemicals.
- J. Check water purity, acidity and chlorine and conform to County Health Department standards. The water purity, acidity and chlorine readings will be recorded in a daily log to be maintained by RSV Pools and available for Brunswick's inspection at all times.
- K. Clean deck area, hose daily.
- L. **Control the gate of the pool by checking passes and signing in patrons. One lifeguard will be at the front desk at all times while the pool is open.**

**SECTION 8. BRUNSWICK'S RESPONSIBILITIES**

- A. Brunswick shall give Thirty (30) days notice in writing to RSV Pools of any change in the Management Company or agent of Brunswick with whom RSV Pools must communicate.
- B. Brunswick shall maintain telephones in good working order and shall insure that there is emergency access to the pool area. Pool may be closed due to telephone not being operable.
- C. Brunswick shall maintain proper ventilation of the pool, pump room and bathhouse facilities.
- D. Brunswick shall have provided preventative maintenance on the pool equipment and facilities and shall continue to do so if such preventative maintenance falls outside of RSV Pools responsibilities under this Agreement.
- E. Brunswick shall have notified RSV Pools of any internal defects in the pool or pool facility prior to commencement of this Agreement. RSV Pools will not be responsible for any pre-existing defects of which it was not made aware prior to this Agreement.
- F. Brunswick shall insure that adequate electricity and heat for upkeep of the pool and

bathhouses are provided.

- G. Brunswick shall insure that adequate security measures are enforced in and around the pool facilities. It shall be Brunswick's responsibility to investigate the circumstances of a theft or loss of any guests, Brunswick's or RSV Pools (including employee) property. RSV Pools shall cooperate in any investigation, but shall in no way be considered responsible or accountable for a failure of Brunswick's security measures, except to the extent of RSV Pools' negligence or willful misconduct.

## **SECTION 9. CLOSING AND WINTERIZATION OF POOL(S)**

RSV Pools will perform the following services necessary to close and winterize the pool(s) which shall take place between Labor Day and November 15, 2021 unless a specific date is requested by Brunswick in advance:

- A. Adjust water level in pool(s) as necessary.
- B. Remove, clean and store skimmer baskets.
- C. Disassemble and store diving boards, guard chairs and other portable equipment.
- D. Clean and store pool cleaning and safety equipment.
- E. Drain and store garden hoses.
- F. Backwash and drain all filter tanks.
- G. Remove all freeze plugs as needed from all pool equipment and lubricate.
- H. Remove, inspect and clean all chemical feeders.
- I. Leave all valves positioned to deter freeze damage.
- J. Install portable heaters, heat tape, insulation or other heating device as necessary to deter condensation and freezing. Brunswick will supply all such equipment.
- K. Drain water lines as needed and remove fittings to prevent freeze damage.
- L. Fill bathhouse fixtures that cannot be drained or emptied with antifreeze.
- M. Prepare inventory of supplies and equipment.
- N. Submit evaluation of pool equipment and suggestions for needed and/or desirable maintenance.
- O. Install winterizing algae control. **RSV Pools is to pay for the cost of algicide.**

- P. Make monthly inspection of pool and bathhouse facilities over the winter months; report any freeze damage to Brunswick's Agent.
- Q. Pull pool motors and store as needed.

The parties agree that RSV Pools will have no responsibility for damage, wear and tear or any other problems associated with the pool that occur over the winter due to extremes in weather, Brunswick's neglect or any other cause except in the case of RSV Pools negligence.

## **SECTION 10.**

### **UPKEEP AND REPAIRS**

- A. RSV Pools will perform upkeep and minor repairs to the equipment and Brunswick will be billed for the reasonable cost of such repairs. All extensive repairs, replacements of equipment or other similar work needed during the season to continue the operation of the pool or to maintain the health and safety standards will also be Brunswick's expense and will be billed as an additional charge to Brunswick provided that the contractor received prior approval from Brunswick. It will be the responsibility and duty of RSV Pools to notify Brunswick of the need for such extensive repairs or work. RSV Pools will submit a written proposal if the cost of the repair or work is to exceed Three Hundred Dollars (\$300.00) which proposal Brunswick will approve in writing before work commences. **RSV Pools will strive to foresee the need for upkeep and repair in advance of the immediate need for the same.**
- B. RSV Pools may perform certain additional services upon the request of Brunswick, if such services are within RSV Pools capabilities. Such services will be extra and in addition to the fees provided herein and any such additional charges will be billed monthly unless such charges will exceed Five Thousand dollars (\$5,000.00), in which case Brunswick must provide Thirty percent (30%) of the estimated cost prior to the commencement of the work.
- C. It is understood and agreed that Brunswick shall pay all reasonable repair bills submitted to Brunswick on invoices by RSV Pools within Thirty (30) days from the date of billing, unless Brunswick is required to pay in advance under the terms of this Agreement. Brunswick shall inspect any work performed within Ten (10) days of said work. If there is a deficiency in said work, RSV Pools upon notice in writing by Brunswick shall have Thirty (30) days to reasonably correct any deficiencies. Unless the work is materially different than that described in the work request (see "A" above) or is structurally unsound, Brunswick shall have no right to reject said work or claim it as deficient and shall remain responsible for all costs of the work.
- D. In the event that RSV Pools is delayed or prevented by reasons of strikes, lockouts, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or other regulations, riots, insurrection, war, weather, acts of God or other reason of like nature (excluding financial inability) not the fault of Brunswick, then performance shall be excused for the period of the delay and the period of any such act shall be extended for

a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Brunswick from prompt payment of any monies due to RSV Pools under this Agreement.

- E. **All work performed and all personnel provided by RSV Pools shall comply with all state, local, county, federal and governmental statues, rules, regulations and ordinances.**

**SECTION 11. EMERGENCY CLOSING OF THE POOL**

- A. RSV Pools at its discretion and/or regulatory agencies may close the pool in an emergency situation by giving Brunswick notice of its intent to close the pool. In the event of inclement weather, RSV Pools will also have the right to close the facilities at its discretion upon notice to Brunswick. Should a time lapse or more than Ten (10) days be necessary to perform repairs or to complete any other requirements necessary to restore the pool to normal operation, RSV Pools shall refund Fifty percent (50%) of the labor cost from the Tenth (10<sup>th</sup>) day until such time as the pool is reopened for normal operation. However, if Brunswick elects to close the pool for any reason or the closing of the pool is necessary due to the act, omission or negligence of Brunswick or Brunswick's Personnel then Brunswick waives any right to the above described refund. Should Brunswick choose to close their pool or is forced to close their pool by federal, state, or local government mandate, Brunswick agrees to pay all reasonable maintenance costs to RSV Pools, including additional labor costs for pool cleanings, costs for chemicals, or any other costs that may be present to ensure the pool is properly maintained.
- B. RSV Pools shall not be liable in any way for the inconvenience associated with the closing of the pool or damages related to the emergency closing of the pool.

**SECTION 12. PERSONNEL**

- A. All Personnel employed by RSV Pools to perform any services or work under this Agreement shall be the employees of RSV Pools for all purposes. RSV Pools will be responsible for computation payment to its employees and shall pay all Social Security, Worker's Compensation and other taxes related to the work of all employees.
- B. RSV Pools will provide the following personnel certified in Lifeguard Training, CPR and Standard First Aid in the numbers specified:

**Regular Schedule:**

- 1 Pool Manager**
- 1 Assistant Manager**
- 6 Lifeguards (one part time)**

- C. All personnel shall be in uniform at all times.

- D. RSV Pools agrees to post and update valid lifeguard certifications and pool operator's licenses, as directed by Brunswick and as required by law and regulation.
- E. All Pool personnel will attend company wide preseason orientations and preseason training meetings for their pool.
- F. RSV Pools, if requested by Brunswick shall supply additional personnel at a fee of One Thousand, One Hundred, and Twenty (\$1,120.00) dollars per week, or Twenty-Eight (\$28.00) dollars per work hour or as otherwise specified by RSV Pools, in addition to RSV Pool's compensation agreed herein.
- G. RSV Pools will provide, at no additional costs, 12 hours of guard coverage for swim meets.
- H. Upon receipt of Brunswick's written statement provided to RSV Pools specifying the particular reasons for Brunswick's dissatisfaction with any employee of RSV Pools, RSV Pools will replace an employee that Brunswick validly finds objectionable within Forty-Eight (48) hours.
- I. Upon Brunswick resident's schedule provided to RSV Pools at least Forty-Eight (48) hours ahead of time, RSV Pools will provide personnel for pool parties at the rate of Twenty-Five Dollars (\$25) per hour per lifeguard or as otherwise specified by RSV Pools with additional cleanup charges as needed, in addition to RSV Pool's compensation agreed to herein. This fee will be billed to Brunswick.
  - 1) Brunswick shall provide to RSV Pools a complete list of chaperons or persons in charge for each pool party including the name of the group.
  - 2) RSV Pools will not be responsible for any guest who refuses to comply with pool rules and regulations.
  - 3) Brunswick shall retain sole responsibility for providing security to manage the party if security becomes necessary for any reason.
  - 4) RSV Pools shall retain the right to eject party guests that do not comply with pool rules and regulations.
  - 5) Brunswick shall provide RSV Pools with a written request for such parties at least Forty-Eight (48) hours in advance of said party. In the event that Forty-Eight (48) hours notice is not provided to RSV Pools, RSV Pools shall maintain the option to charge an additional Five dollars (\$5.00) per hour, per lifeguard for said pool party.
  - 6) RSV Pools reserves the right to refuse said party if the provisions stated herein are not followed. In which case, RSV Pools shall not be held liable in any way for the inconvenience associated with the inability to provide lifeguard coverage. RSV Pools shall provide Brunswick advance notice of no coverage.

- 7) Alcoholic beverages will not be allowed in the pool area at any times.
- 8) RSV Pools shall not be liable for any damages resulting from noncompliance with the above requirements.

**SECTION 13. UTILITIES**

Brunswick at its sole expense shall provide water, electricity and gas (if required) as needed for the operation of the pool. Brunswick shall also provide telephone service at its sole expense. If utility service is interrupted for any reason which prevents the scheduled operation of the pool or its maintenance, other than RSV Pools' negligence, Brunswick shall have the sole responsibility to ensure that the service is promptly restored. Brunswick shall not be entitled to any refund or other payment from RSV Pools if the pool is closed due to an interruption of or problem with utilities.

**SECTION 14. INSURANCE**

RSV Pools shall carry and maintain public liability insurance, including umbrella coverage, in the amount of at least Ten Million Dollars (\$10,000,000.00), including loss of life, that may be sustained by any patron or guest at the pool, while on pool premises, during scheduled pool hours.

- A. RSV Pools shall maintain Worker's Compensation Insurance which complies with the applicable worker's compensation laws governing RSV Pools and all employees working for RSV Pools.
- B. A certificate of insurance will be provided to Brunswick before the start of this Agreement.
- C. Brunswick shall also maintain Public Liability Insurance in the amount of One Million Dollars (\$1,000,000) with umbrella coverage. Insurance will cover accidents and injuries including loss of life that may be sustained by any patron or guest of the pool while on the premises.
- D. In the event that Brunswick requests to have another party, other than Brunswick, listed on the certificate of insurance as an additional insured; Brunswick will have to pay an additional fee.

**SECTION 15. TIME CLAUSE**

The parties agree that RSV Pools has the option to void this Agreement if it is not signed and returned to RSV pools by Brunswick within Ninety (90) days from the contract date or prior to the date this Agreement is due to start.

**SECTION 16. INDEMNIFICATION**

- A. It is expressly understood and agreed that RSV Pools shall not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, excepting that caused by the negligence of RSV Pools or its employees. RSV Pools is also exempt from liability due to mechanical failure of equipment or damage to pool due to faulty construction, defective workmanship or hydrostatic pressure.
- B. Brunswick shall indemnify and hold harmless RSV Pools and its agents and employees from any and all claims arising from or related to any act, failure to act, or negligence on the part of Brunswick, excepting that cause by the negligence of RSV Pools or its employees.
- C. In no event shall the indemnification provisions contained herein be construed or interpreted as releasing the insurance carrier under any insurance policy from:
  - 1. Its obligation under said policy to defend RSV Pools or Brunswick, their respective agents and employees, in any legal claim or action connected with or arising out of any activity which is the subject of this Agreement.
  - 2. Its obligation to pay under any such policy any claim or damages assessed against RSV Pools or Brunswick, their respective agents or employees, connected with or arising out of any activity which is the subject of this Agreement.
  - 3. Any other obligation under the terms of any such policy.

**SECTION 17. COMPENSATION TO RSV POOLS**

- A. For the standard services provided by RSV Pools to Brunswick under this Agreement, Brunswick agrees to pay RSV Pools the total base amount of **Seventy-Seven Thousand, Eight Hundred, Sixty-Eight and 00/xx\*\*\*\*\*Dollars (\$77,868.00 ) per pool season.** Such payment shall be rendered on the following schedule:

<b>On the 1<sup>st</sup> day of April 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of May 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of June 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of July 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of August 2021</b>	<b>\$ 12,978.00</b>
<b>On the 1<sup>st</sup> day of September 2021</b>	<b>\$ 12,978.00</b>

- B. Payments will be due in Thirty (30) days of billing date. Brunswick shall pay RSV Pools a Five Percent (5%) late fee for any payments which are more than Fifteen (15) days late. Any sums of money due to RSV Pools which are not paid in full by Brunswick within Thirty (30) days of the billing date, shall bear interest at the rate of One- and One-Half Percent (1.5%) per month until paid in full.

- C. In case of payment default by Brunswick, RSV Pools shall provide written notice and Brunswick shall have Ten (10) days to cure the same.

**SECTION 18. TERMINATION OF AGREEMENT**

- A. In the event of breach of the terms of this Agreement, the non-breaching party shall be entitled to terminate upon Ten (10) days prior written notice to the breaching party, provided the nature of the breach is set forth in the notice and is not substantially remedied by the breaching party during such Ten (10) day notice period.
- B. In the event this Contract is placed in the hands of an attorney by RSV Pools for any breach of this Agreement by Brunswick, Brunswick agrees to pay reasonable attorney's fees.

**SECTION 19. NON-ASSIGNMENT**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

**SECTION 20. NOTICES**

Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the respective principal business offices of RSV Pools or Brunswick.

**SECTION 21. GOVERNING LAW**

This Agreement shall be governed and constructed in accordance with the laws of the State of Maryland in all matters including, without limitation, its validity, construction and performance. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

**SECTION 22. BINDING EFFECT**

The Agreement shall be binding upon the parties, and their respective heirs, personal representatives, successors and assigns.

**SECTION 23.**

**WAIVER**

This Agreement shall not be modified or amended except by a further written document signed by the parties hereto. No provision hereof may be waived except by an Agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The failure of any party at any time to insist upon the strict performance of any promise, agreement, condition, understanding, covenant, warranty or representation set forth herein shall not be construed as waiver or relinquishment of the right to insist upon strict performance of the same at future time.

**SECTION 24.**

**ENTIRE AGREEMENT**

This Agreement contains the final and entire agreement between said parties and they shall not be bound by any terms, statements, conditions or representations, oral or written, expressed or implied, not contained in this Agreement.

**SECTION 25.**

**CAPTIONS**

The captions in this Agreement are for convenience only and shall not affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this 22<sup>nd</sup> Day of January, 2021.

**RSV Pools, Inc.**

By:   
**Simon Harrington, President**

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this \_\_\_\_ Day of \_\_\_\_\_, 2021.

**City of Brunswick**

By: \_\_\_\_\_



This Agreement is made and entered into as of the 22<sup>nd</sup> day of January, 2021 by and between **RSV Pools, Inc.** a Maryland Corporation (“**RSV Pools**”) and **The City of Brunswick** (“**Brunswick**”), to provide for the operation and management by RSV Pools of the City of Brunswick Municipal Swimming Pool & Splash Park located at 99 Cummings Drive, Brunswick, MD 21716.

WHEREAS, OWNER desires to place the responsibility for the upkeep, repair, and general activities necessary in maintaining a swimming pool in the hands of RSV Pools who is able to fulfill a variety of duties in connection with same, and

WHEREAS, RSV Pools desires to ensure that there is a mutual understanding of the scope and extent of its duties and desires that the overall relationship between the parties be clearly defined; and

WHEREAS, the potentially hazardous nature of a swimming pool requires that certain issues of importance to both parties be set forth with specificity.

NOW THEREFORE, in consideration of the promised and mutual covenant contained herein, the parties agree as follow.

## **SECTION 1. TERM OF AGREEMENT**

Subject to the terms and conditions contained herein RSV Pools will commence its duties with respect to the aforementioned swimming pool(s) prior to **May 29, 2021** opening day in order to perform opening procedures, RSV Pools will continue its duties through **September 6, 2021** at which time the pool(s) shall close and RSV Pools will perform closing duties.

## **SECTION 2. HOURS OF OPERATION**

<b>A.</b>	<b><u>REGULAR HOURS</u></b>
<b>MONDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>TUESDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>WEDNESDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>THURSDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>FRIDAYS:</b>	<b>12:00PM TO 7:00PM</b>
<b>SATURDAYS:</b>	<b>12:00PM TO 6:00PM</b>
<b>SUNDAYS:</b>	<b>12:00PM TO 6:00PM</b>
<b>HOLIDAYS:</b>	<b>12:00PM TO 6:00PM</b>
<b>SCHOOL DAYS:</b>	<b>ONLY OPEN ON WEEKENDS 12:00PM TO 6:00PM</b>

*One guard will come in each day an hour early to prepare the swimming pool(s).*

- B. *Contract is based on 207 work hours per week during regular season.  
Contract is based on 62 work hours per week during the school season.*
- C. Holidays - The parties recognize the following as Holidays: Memorial Day, Independence Day and Labor Day. Any alterations and/or additions to the above listed holidays will involve an additional charge to Brunswick. The pool will close at 6:00PM on Independence Day to allow all patrons and staff to participate in the holiday celebrations.
- D. RSV Pools shall upon Fifteen (15) days' notice from Brunswick operate the pool at other than the aforementioned dates and times at the cost of One and One Half Percent (1.5%) per day of the total contract price plus the cost of chemicals and other supplies and materials.
- E. Brunswick swimming pool(s) will operate under the school schedule above at all times Frederick County Public Schools are in session, if school hours are applicable under Section Two of this Agreement.

### **SECTION 3. JANITORIAL SUPPLIES**

RSV Pools will obtain all necessary chemicals and toiletry items needed to maintain the pool and bathhouse facilities, including but not limited to paper towels, toilet paper, pine oil, comet, toilet cleaner, scrub pads and window cleaner. **RSV Pools is to pay for the cost of all janitorial supplies.**

### **SECTION 4. YEARLY PERMITS AND LICENSES**

RSV Pools shall secure yearly certificates and/or permits required by the Health Department and/or regulatory agencies. **RSV Pools shall pay for the cost of certificates and permits.** This does not include plan reviews, VGB permits, or electrical permits. If permits cannot be acquired by RSV Pools due to some problem, defect or circumstances beyond the control of RSV Pools, it shall be Brunswick's responsibility to secure such certificates and/or permits in sufficient time.

### **SECTION 5. SUPPLIES AND MATERIALS**

RSV Pools will obtain **all necessary chemicals needed** to balance and maintain the water chemistry of the pool. **Payment for such chemicals shall be the sole responsibility of RSV Pools. Payment for test kit chemicals and winterizing algaecide shall be the sole responsibility of RSV Pools.**

### **SECTION 6. OPENING SERVICES**

- A. RSV Pools shall prepare the swimming pool facility for opening by performing the

following standard services:

1. Inspect bathhouse and filtration system, including filter sand.
  2. Reassemble pipes and reinstall freeze plugs removed in winterization process.
  3. Circulate water through bathhouse equipment, inspect for leaks and/or improper function of facilities.
  4. Pump out and drain the pool(s), as needed.
  5. Acid wash the pool(s) as needed.
  6. Remove underwater lights and clean niches.
  7. Inspect skimmers, install baskets and cover plates or throttle devices.
  8. Obtain any necessary authorization to fill the pool.
  9. Reinstall chemical feeders and prepare them for operation.
  10. Order and store necessary chemicals for opening and operation of pool.
  11. Install diving boards, guard chairs, ladders and handrails.
  12. Have pool in operational condition two weeks before opening day.
  13. Clean all deck furniture.
- B. Brunswick will prepare the pool for opening by completing the following services:
1. Have fresh water lines functioning for use by April 1, 2021.
  2. Provide receptacles for debris removed from pool during cleaning.
  3. Provide RSV Pools Three (3) sets of keys to facilities by March 15, 2021.
  4. Have working telephone by March 15, 2021.

## **SECTION 7. DAILY MAINTENANCE AND OPERATION**

RSV Pools will make a daily inspection of the pool to check and clean facilities and will perform a general cleaning daily or as needed. RSV Pools will also be responsible for the following:

- A. Clean area inside pool gate.
- B. Clean filter room and bathrooms.

- C. Vacuum and brush walls of pool(s).
- D. Empty and clean all ashtrays as needed.
- E. Line up chairs for the next day's use.
- F. Take down umbrellas.
- G. Clean skimmer baskets.
- H. Maintain chlorination system and cleaning hair and lint strainers.
- I. Provide normal protection against corrosion of metal and electrical parts caused by water and chemicals.
- J. Check water purity, acidity and chlorine and conform to County Health Department standards. The water purity, acidity and chlorine readings will be recorded in a daily log to be maintained by RSV Pools and available for Brunswick's inspection at all times.
- K. Clean deck area, hose daily.
- L. **Control the gate of the pool by checking passes and signing in patrons. One lifeguard will be at the front desk at all times while the pool is open.**

**SECTION 8.           BRUNSWICK'S RESPONSIBILITIES**

- A. Brunswick shall give Thirty (30) days notice in writing to RSV Pools of any change in the Management Company or agent of Brunswick with whom RSV Pools must communicate.
- B. Brunswick shall maintain telephones in good working order and shall insure that there is emergency access to the pool area. Pool may be closed due to telephone not being operable.
- C. Brunswick shall maintain proper ventilation of the pool, pump room and bathhouse facilities.
- D. Brunswick shall have provided preventative maintenance on the pool equipment and facilities and shall continue to do so if such preventative maintenance falls outside of RSV Pools responsibilities under this Agreement.
- E. Brunswick shall have notified RSV Pools of any internal defects in the pool or pool facility prior to commencement of this Agreement. RSV Pools will not be responsible for any pre-existing defects of which it was not made aware prior to this Agreement.
- F. Brunswick shall insure that adequate electricity and heat for upkeep of the pool and

bathhouses are provided.

- G. Brunswick shall insure that adequate security measures are enforced in and around the pool facilities. It shall be Brunswick's responsibility to investigate the circumstances of a theft or loss of any guests, Brunswick's or RSV Pools (including employee) property. RSV Pools shall cooperate in any investigation, but shall in no way be considered responsible or accountable for a failure of Brunswick's security measures, except to the extent of RSV Pools' negligence or willful misconduct.

## **SECTION 9. CLOSING AND WINTERIZATION OF POOL(S)**

RSV Pools will perform the following services necessary to close and winterize the pool(s) which shall take place between Labor Day and November 15, 2021 unless a specific date is requested by Brunswick in advance:

- A. Adjust water level in pool(s) as necessary.
- B. Remove, clean and store skimmer baskets.
- C. Disassemble and store diving boards, guard chairs and other portable equipment.
- D. Clean and store pool cleaning and safety equipment.
- E. Drain and store garden hoses.
- F. Backwash and drain all filter tanks.
- G. Remove all freeze plugs as needed from all pool equipment and lubricate.
- H. Remove, inspect and clean all chemical feeders.
- I. Leave all valves positioned to deter freeze damage.
- J. Install portable heaters, heat tape, insulation or other heating device as necessary to deter condensation and freezing. Brunswick will supply all such equipment.
- K. Drain water lines as needed and remove fittings to prevent freeze damage.
- L. Fill bathhouse fixtures that cannot be drained or emptied with antifreeze.
- M. Prepare inventory of supplies and equipment.
- N. Submit evaluation of pool equipment and suggestions for needed and/or desirable maintenance.
- O. Install winterizing algae control. **RSV Pools is to pay for the cost of algacide.**

- P. Make monthly inspection of pool and bathhouse facilities over the winter months; report any freeze damage to Brunswick's Agent.
- Q. Pull pool motors and store as needed.

The parties agree that RSV Pools will have no responsibility for damage, wear and tear or any other problems associated with the pool that occur over the winter due to extremes in weather, Brunswick's neglect or any other cause except in the case of RSV Pools negligence.

## **SECTION 10.**

### **UPKEEP AND REPAIRS**

- A. RSV Pools will perform upkeep and minor repairs to the equipment and Brunswick will be billed for the reasonable cost of such repairs. All extensive repairs, replacements of equipment or other similar work needed during the season to continue the operation of the pool or to maintain the health and safety standards will also be Brunswick's expense and will be billed as an additional charge to Brunswick provided that the contractor received prior approval from Brunswick. It will be the responsibility and duty of RSV Pools to notify Brunswick of the need for such extensive repairs or work. RSV Pools will submit a written proposal if the cost of the repair or work is to exceed Three Hundred Dollars (\$300.00) which proposal Brunswick will approve in writing before work commences. **RSV Pools will strive to foresee the need for upkeep and repair in advance of the immediate need for the same.**
- B. RSV Pools may perform certain additional services upon the request of Brunswick, if such services are within RSV Pools capabilities. Such services will be extra and in addition to the fees provided herein and any such additional charges will be billed monthly unless such charges will exceed Five Thousand dollars (\$5,000.00), in which case Brunswick must provide Thirty percent (30%) of the estimated cost prior to the commencement of the work.
- C. It is understood and agreed that Brunswick shall pay all reasonable repair bills submitted to Brunswick on invoices by RSV Pools within Thirty (30) days from the date of billing, unless Brunswick is required to pay in advance under the terms of this Agreement. Brunswick shall inspect any work performed within Ten (10) days of said work. If there is a deficiency in said work, RSV Pools upon notice in writing by Brunswick shall have Thirty (30) days to reasonably correct any deficiencies. Unless the work is materially different than that described in the work request (see "A" above) or is structurally unsound, Brunswick shall have no right to reject said work or claim it as deficient and shall remain responsible for all costs of the work.
- D. In the event that RSV Pools is delayed or prevented by reasons of strikes, lockouts, labor troubles, inability to produce materials, failure of power, restrictive governmental laws or other regulations, riots, insurrection, war, weather, acts of God or other reason of like nature (excluding financial inability) not the fault of Brunswick, then performance shall be excused for the period of the delay and the period of any such act shall be extended for

a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Brunswick from prompt payment of any monies due to RSV Pools under this Agreement.

- E. **All work performed and all personnel provided by RSV Pools shall comply with all state, local, county, federal and governmental statues, rules, regulations and ordinances.**

**SECTION 11. EMERGENCY CLOSING OF THE POOL**

- A. RSV Pools at its discretion and/or regulatory agencies may close the pool in an emergency situation by giving Brunswick notice of its intent to close the pool. In the event of inclement weather, RSV Pools will also have the right to close the facilities at its discretion upon notice to Brunswick. Should a time lapse or more than Ten (10) days be necessary to perform repairs or to complete any other requirements necessary to restore the pool to normal operation, RSV Pools shall refund Fifty percent (50%) of the labor cost from the Tenth (10<sup>th</sup>) day until such time as the pool is reopened for normal operation. However, if Brunswick elects to close the pool for any reason or the closing of the pool is necessary due to the act, omission or negligence of Brunswick or Brunswick's Personnel then Brunswick waives any right to the above described refund. Should Brunswick choose to close their pool or is forced to close their pool by federal, state, or local government mandate, Brunswick agrees to pay all reasonable maintenance costs to RSV Pools, including additional labor costs for pool cleanings, costs for chemicals, or any other costs that may be present to ensure the pool is properly maintained.
- B. RSV Pools shall not be liable in any way for the inconvenience associated with the closing of the pool or damages related to the emergency closing of the pool.

**SECTION 12. PERSONNEL**

- A. All Personnel employed by RSV Pools to perform any services or work under this Agreement shall be the employees of RSV Pools for all purposes. RSV Pools will be responsible for computation payment to its employees and shall pay all Social Security, Worker's Compensation and other taxes related to the work of all employees.
- B. RSV Pools will provide the following personnel certified in Lifeguard Training, CPR and Standard First Aid in the numbers specified:

**Regular Schedule:**

- 1 Pool Manager**
- 1 Assistant Manager**
- 4 Lifeguards (one part time)**

- C. All personnel shall be in uniform at all times.

- D. RSV Pools agrees to post and update valid lifeguard certifications and pool operator's licenses, as directed by Brunswick and as required by law and regulation.
- E. All Pool personnel will attend company wide preseason orientations and preseason training meetings for their pool.
- F. RSV Pools, if requested by Brunswick shall supply additional personnel at a fee of One Thousand, One Hundred, and Twenty (\$1,120.00) dollars per week, or Twenty-Eight (\$28.00) dollars per work hour or as otherwise specified by RSV Pools, in addition to RSV Pool's compensation agreed herein.
- G. RSV Pools will provide, at no additional costs, 12 hours of guard coverage for swim meets.
- H. Upon receipt of Brunswick's written statement provided to RSV Pools specifying the particular reasons for Brunswick's dissatisfaction with any employee of RSV Pools, RSV Pools will replace an employee that Brunswick validly finds objectionable within Forty-Eight (48) hours.
- I. Upon Brunswick resident's schedule provided to RSV Pools at least Forty-Eight (48) hours ahead of time, RSV Pools will provide personnel for pool parties at the rate of Twenty-Five Dollars (\$25) per hour per lifeguard or as otherwise specified by RSV Pools with additional cleanup charges as needed, in addition to RSV Pool's compensation agreed to herein. This fee will be billed to Brunswick.
  - 1) Brunswick shall provide to RSV Pools a complete list of chaperons or persons in charge for each pool party including the name of the group.
  - 2) RSV Pools will not be responsible for any guest who refuses to comply with pool rules and regulations.
  - 3) Brunswick shall retain sole responsibility for providing security to manage the party if security becomes necessary for any reason.
  - 4) RSV Pools shall retain the right to eject party guests that do not comply with pool rules and regulations.
  - 5) Brunswick shall provide RSV Pools with a written request for such parties at least Forty-Eight (48) hours in advance of said party. In the event that Forty-Eight (48) hours notice is not provided to RSV Pools, RSV Pools shall maintain the option to charge an additional Five dollars (\$5.00) per hour, per lifeguard for said pool party.
  - 6) RSV Pools reserves the right to refuse said party if the provisions stated herein are not followed. In which case, RSV Pools shall not be held liable in any way for the inconvenience associated with the inability to provide lifeguard coverage. RSV Pools shall provide Brunswick advance notice of no coverage.

- 7) Alcoholic beverages will not be allowed in the pool area at any times.
- 8) RSV Pools shall not be liable for any damages resulting from noncompliance with the above requirements.

**SECTION 13. UTILITIES**

Brunswick at its sole expense shall provide water, electricity and gas (if required) as needed for the operation of the pool. Brunswick shall also provide telephone service at its sole expense. If utility service is interrupted for any reason which prevents the scheduled operation of the pool or its maintenance, other than RSV Pools' negligence, Brunswick shall have the sole responsibility to ensure that the service is promptly restored. Brunswick shall not be entitled to any refund or other payment from RSV Pools if the pool is closed due to an interruption of or problem with utilities.

**SECTION 14. INSURANCE**

RSV Pools shall carry and maintain public liability insurance, including umbrella coverage, in the amount of at least Ten Million Dollars (\$10,000,000.00), including loss of life, that may be sustained by any patron or guest at the pool, while on pool premises, during scheduled pool hours.

- A. RSV Pools shall maintain Worker's Compensation Insurance which complies with the applicable worker's compensation laws governing RSV Pools and all employees working for RSV Pools.
- B. A certificate of insurance will be provided to Brunswick before the start of this Agreement.
- C. Brunswick shall also maintain Public Liability Insurance in the amount of One Million Dollars (\$1,000,000) with umbrella coverage. Insurance will cover accidents and injuries including loss of life that may be sustained by any patron or guest of the pool while on the premises.
- D. In the event that Brunswick requests to have another party, other than Brunswick, listed on the certificate of insurance as an additional insured; Brunswick will have to pay an additional fee.

**SECTION 15. TIME CLAUSE**

The parties agree that RSV Pools has the option to void this Agreement if it is not signed and returned to RSV pools by Brunswick within Ninety (90) days from the contract date or prior to the date this Agreement is due to start.

**SECTION 16. INDEMNIFICATION**

- A. It is expressly understood and agreed that RSV Pools shall not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, excepting that caused by the negligence of RSV Pools or its employees. RSV Pools is also exempt from liability due to mechanical failure of equipment or damage to pool due to faulty construction, defective workmanship or hydrostatic pressure.
- B. Brunswick shall indemnify and hold harmless RSV Pools and its agents and employees from any and all claims arising from or related to any act, failure to act, or negligence on the part of Brunswick, excepting that cause by the negligence of RSV Pools or its employees.
- C. In no event shall the indemnification provisions contained herein be construed or interpreted as releasing the insurance carrier under any insurance policy from:
  - 1. Its obligation under said policy to defend RSV Pools or Brunswick, their respective agents and employees, in any legal claim or action connected with or arising out of any activity which is the subject of this Agreement.
  - 2. Its obligation to pay under any such policy any claim or damages assessed against RSV Pools or Brunswick, their respective agents or employees, connected with or arising out of any activity which is the subject of this Agreement.
  - 3. Any other obligation under the terms of any such policy.

**SECTION 17. COMPENSATION TO RSV POOLS**

- A. For the standard services provided by RSV Pools to Brunswick under this Agreement, Brunswick agrees to pay RSV Pools the total base amount of **Fifty-Nine Thousand, Nine Hundred, Thirty-Four and 00/xx\*\*\*\*\*Dollars (\$59,934.00 ) per pool season.** Such payment shall be rendered on the following schedule:

<b>On the 1<sup>st</sup> day of April 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of May 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of June 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of July 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of August 2021</b>	<b>\$ 9,989.00</b>
<b>On the 1<sup>st</sup> day of September 2021</b>	<b>\$ 9,989.00</b>

- B. Payments will be due in Thirty (30) days of billing date. Brunswick shall pay RSV Pools a Five Percent (5%) late fee for any payments which are more than Fifteen (15) days late. Any sums of money due to RSV Pools which are not paid in full by Brunswick within Thirty (30) days of the billing date, shall bear interest at the rate of One- and One-Half Percent (1.5%) per month until paid in full.

- C. In case of payment default by Brunswick, RSV Pools shall provide written notice and Brunswick shall have Ten (10) days to cure the same.

**SECTION 18. TERMINATION OF AGREEMENT**

- A. In the event of breach of the terms of this Agreement, the non-breaching party shall be entitled to terminate upon Ten (10) days prior written notice to the breaching party, provided the nature of the breach is set forth in the notice and is not substantially remedied by the breaching party during such Ten (10) day notice period.
- B. In the event this Contract is placed in the hands of an attorney by RSV Pools for any breach of this Agreement by Brunswick, Brunswick agrees to pay reasonable attorney's fees.

**SECTION 19. NON-ASSIGNMENT**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

**SECTION 20. NOTICES**

Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the respective principal business offices of RSV Pools or Brunswick.

**SECTION 21. GOVERNING LAW**

This Agreement shall be governed and constructed in accordance with the laws of the State of Maryland in all matters including, without limitation, its validity, construction and performance. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provisions shall not affect the validity and enforceability of the other provisions hereof.

**SECTION 22. BINDING EFFECT**

The Agreement shall be binding upon the parties, and their respective heirs, personal representatives, successors and assigns.

**SECTION 23.**

**WAIVER**

This Agreement shall not be modified or amended except by a further written document signed by the parties hereto. No provision hereof may be waived except by an Agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The failure of any party at any time to insist upon the strict performance of any promise, agreement, condition, understanding, covenant, warranty or representation set forth herein shall not be construed as waiver or relinquishment of the right to insist upon strict performance of the same at future time.

**SECTION 24.**

**ENTIRE AGREEMENT**

This Agreement contains the final and entire agreement between said parties and they shall not be bound by any terms, statements, conditions or representations, oral or written, expressed or implied, not contained in this Agreement.

**SECTION 25.**

**CAPTIONS**

The captions in this Agreement are for convenience only and shall not affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this 22<sup>nd</sup> Day of January, 2021.

**RSV Pools, Inc.**

By:   
**Simon Harrington, President**

IN WITNESS WHEREOF, the parties hereof have caused these present to be signed and sealed on this \_\_\_\_ Day of \_\_\_\_\_, 2021.

**City of Brunswick**

By: \_\_\_\_\_

## **2021 PROPOSED CALENDAR OF EVENTS**

### **Independence Day Celebration**

Saturday, July 3, 2021 / 2PM – 9PM  
Outdoors - Brunswick Volunteer Fire Hall

### **Independence Day Fireworks Display**

Saturday, July 3, 2021 / 9:30  
Near Brunswick Middle School Complex

### **38<sup>th</sup> Brunswick Railroad Days**

Saturday, October 2 & Sunday, October 3  
10AM – 5PM Both Days  
Downtown Brunswick

### **Downtown Halloween Party**

Saturday, October 30 / 6PM – 8PM  
Square Corner Park  
\*to coincide with Trunk-or-Treat\*

### **89<sup>th</sup> Annual Veterans Day Parade**

Sunday, November 7  
Opening Ceremony: 1PM / Parade Begins: 2PM  
Downtown Brunswick/East & West Potomac Street

### **Holiday Parade**

Saturday, December 4 / Begins at: 6PM  
Downtown Brunswick/West Potomac to Square Corner Park  
\*tree lighting to follow\*

## **2021 Event Proposal**

Proposed by Lauren Spring

**Name of Event:** Independence Day Celebration

**Date of Event:** Saturday, July 3, 2021

**Time:** 5:00 – 9:00 (open to change)

**Location of Event:** Open Space – Possibly outside of Fire Hall

**Description of Event:**

A large celebration of America to coincide with the Fireworks Display that evening (which start around 9/9:30). This will include vendors, food trucks, games, a small ride (i.e. Ferris Wheel), music, and more. Possibly to include some type of competition – possibly barbeque.

*We plan to adhere to the CDC Guidelines as the time of this event.*