

# Proposals



# **Aquatics Supervisor (AS) Agreement**

This is an Agreement between USA Pools of California (the “Company”) and Culver City Municipal Plunge (the “Owner”), is to provide a part-time onsite Aquatic Supervisor (“AS”) personnel for the Owner’s aquatic facility during the swim year for the 2025 swim season, in accordance with the specifications, conditions, and terms set forth herein. This Agreement goes into effect on date of signing through September 15<sup>th</sup>, of each year, and shall continue from swim year to swim year on the same terms and conditions set forth herein, at an amount not to exceed an increase of five (5%) percent each swim year. In the event the Owner elects not to renew and extend the AS Agreement as provided herein, Owner shall provide company with written notice by certified mail delivered to 1595 Peachtree Pkwy, Suite 204-344 Cumming, GA 30041) prior to September 1, of each year.

Company shall provide a part-time onsite Professional Aquatic Supervisor by;

- Advertise & Recruit
- Interview & Pre-Screen
- Hire & On-board
- Train & Certify
- Certificates in CPO, LMC, LGI, CPR/AED, BPT and First Aid
- Coordinate Introductory meeting with Owner for approval of AS.

Owner agrees and understands that an aquatic facility faces more challenges without the use of an AS on site to manage operations and any challenges that arise during a swim year.

## **1) AS OPERATIONAL DATES**

### **DATES OF OPERATION:**

**May 24, 2025 through May 23, 2026**

## **2) AS DUTIES:**

Aquatic Supervisor will be available during the Owner’s swim year and provide services;

1. Leadership with aquatic staff
2. Ability to certify lifeguard staff
3. Audit lifeguard staff monthly
4. Manage customer service questions
5. Enforce Active Lifeguarding skills
6. Enforce Minimum Water Safety Standards
7. Implementation of swim tests and water safety programs
8. Experience to manage personnel issues
9. Personalized enforcement of your facility workflow
10. Oversight of check-in procedures from patrons, members and guests
11. Weekly meetings with Owners designated representatives
12. Oversight of all aquatic programs at Owners facility
13. Oversight of filtration system and mechanical equipment
14. Manage revenue building program and costs of the management of the aquatic facility.

## **3) AS PERSONNEL:**

The Company’s Aquatic Supervisor (AS) who works with the Owner’s aquatic facility in fulfilling the terms of this Agreement shall be employees of the Company and be directed solely by the Company.

1. Whereas, Company will invest substantial resources to advertise, recruit, hire, train and convey information concerning operational techniques and management procedures to its AS at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's operations and business. Owner agrees not to hire or contract (without the prior written consent of Company) the AS or former AS of the Company directly or indirectly to work at, service, or be connected in any way with the facility named herein for a period of one (1) year from the date of expiration or cancellation of this Agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's AS to work at, service, or be connected in any way at the facility named herein for a period of one (1) year from the date of expiration or cancellation of this Agreement. If Owner works with Company's staff directly or indirectly, Owner agrees to pay Company 30% of the total Agreement price as a placement fee.
2. The Company shall maintain at its expense the AS to perform Company's responsibilities herein. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating motivating and disciplining the AS for establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.
3. The Company shall train AS personnel. AS not performing up to the standards of the Company or Owner will be replaced by the Company within a reasonable timeframe agreed upon by both parties. Owner agrees to provide Company a written request to replace AS by Owner or designated representative for Company to execute their request.
4. AS shall continue to train staff at Owner's aquatic facility on water safety procedures, daily operations and policies.
5. AS shall have weekly meetings with Owner's aquatic staff.
6. Company's management staff shall supervise AS.
7. Owner agrees to communicate any comments, suggestions, or complaints concerning the performance of the AS directly to the Company's corporate office.

**4) AS PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the **Company 30 days after 5/6/2025.**

**5) AS CANCELLATION:** The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

1. Owner shall notify corporate office (1595 Peachtree Pkwy, Suite 204-344 Cumming, GA 30041) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of Agreement. (the "Remedy Period")
2. If Company fails to remedy the violation and within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
3. In the event that the Owner terminates agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:  
Divide the monthly contract price by the total number of days of the month (the first day of the month to the last day of the month) This daily cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the monthly contract price paid to the Company by Owner as of the termination date.  
Company shall refund amount paid to the Company by Owner as of the termination date.
4. Refund shall be paid within fourteen (14) business days after termination.

**6) AS PAYMENTS:** The Company hereby proposes to perform the work and services set forth above for the swim year upon specification, conditions and terms as set forth herein in accordance with section **AS PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **AS PAYMENTS**.

Contract Payments are due as indicated below. Any payment not made within five (5) days of the dates listed below shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within (10) days of the dates listed above, the Company shall have the right, at its option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel from Owner's facilities without any further or additional notice to Owner.

Payment schedule as follows:

Total Cost:	\$65,540.00
Upon Signing or Renewal	10%
May 1 <sup>st</sup> - August 1 <sup>st</sup>	Equal monthly payments

Add alternate 1: \_\_\_\_\_ (initial to accept) Option to increase AS hours to full time for the start up of the agreement \$7,500.00.

**7) AS ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions hereto. Owner acknowledges that it owns and/or operates the aquatic facility and has legal capacity and authority to enter into this Agreement and bind the property owner of the aquatic facility. Any actual changes must be listed in a separate Addendum.

**USA Pools of California**                      **Culver City Municipal Plunge**

By: USA Management, LLC  
By: \_\_\_\_\_  
Name: Contract Department  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent - "Owner"  
Date: \_\_\_\_\_,

# Aquatic Management Agreement

THIS AGREEMENT, between USA Pools of California (the “Company”) and Culver City Municipal Plunge (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in Los Angeles County, CA, in accordance with the specification, conditions, and terms set forth herein.

## 1. OPERATIONAL TIMES

### DATES OF OPERATION:

May 24, 2025 through May 23, 2026

### HOURS OF OPERATION:

Monday 5:00am-9:00pm

Tuesday 5:00am-9:00pm

Wednesday 5:00am-9:00pm

Thursday 5:00am-9:00pm

Friday 5:00am-9:00pm

Saturday 7:00am-3:00pm

Sunday 7:00am-3:00pm

Holidays Closed New Years’ Day, MLK

Jr. Day, Memorial Day, July 4<sup>th</sup>, Labor day,

Thanksgiving day, Day after Thanksgiving,

December 13<sup>th</sup> through December 31<sup>st</sup>

### NOTE: Staffing

January 1st through Friday before Memorial Day 3 staff Monday – Friday and Tuesday after Labor Day through December 31<sup>st</sup>, Saturday and Sunday 4 staff

Saturday before Memorial Day through Labor Day Monday – Friday 5:00am- 12:00pm/ 6:00pm – 9:00pm 3 staff, 12:00pm- 6:00pm 4 staff, Saturday and Sunday 4 staff

## 2. SCOPE OF SERVICES:

Advertising

Recruitment

Pre-screening

Interviewing

Hiring

Promote Programs and Events

Onboarding

Certifications (if needed)

Training

Support Water Safety

Manage Daily Operations

Provide Staff

Terminations

Uniforms

Supervision

Schedules

Risk Management

**3. PAYMENTS :** The Company hereby proposes to perform the work and services set forth above for the price of \$531,350.00 for 2025 (1 year) swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

		DUE											
Total Contract Price	Sign/Renew	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr
1 Year	\$531,350.00	\$53,135.00	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25	\$39,851.25

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

**\*\*Contract Price listed is reflective of Silver Package pricing.**

**Add Alternate 1:** \_\_\_\_\_ (initial to accept)

**On Call Team Member \$25,210.00 ( Payments – 10% Signing, Equal payments May 1 through August 1)**

**Add Alternate 2** \_\_\_\_\_ (initial to accept)

**Team Member Uniforms \$104.00 per team member**

**Add Alternate 3:** \_\_\_\_\_ (initial to accept)

**Team Member Certifications \$300.00 per team member**

**PAYMENT DISCLOSURE:** The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within one (1) day of the dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event contract payment are not received within four (4) days of the dates listed above, the Company shall have the right, at it's option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, must be accompanied with a fifty percent (50%) deposit. Furthermore, any payments not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, at it's option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

Payments by the Owner to the Company for work by Company's personnel or Company's subcontractors is a condition precedent to payments made by the Company to Company's personnel or subcontractors. Company's personnel and any Company's subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Company, for payment of work.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorneys fees.

- 4. PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the Company 14 days after April 18, 2025.
- 5. ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. If Owner elects the three year option price, the renewal date in the Effective Date section of the Agreement will be waived during the term of the three year period. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

***USA Pools of California***

***Culver City Municipal Plunge***

By: USA Management, LLC

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

By: Contract Department

Date: April 18, 2025

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

Authorized Agent - "Owner"

Date: \_\_\_\_\_

# Management Package UPGRADES



## Gold

Add \$37,780.00

Advertise  
Recruit  
Interview  
Hire  
Onboard  
Certification training Onsite  
Training  
Provide staff  
Schedules  
Daily Operations Management  
Payroll  
Support water safety  
Risk Management  
Audits

\*Staff wages are \$2.00 higher per hour



## Platinum

Add \$67,550.00

Advertise  
Recruit  
Interview  
Hire  
Onboard  
Certification training Onsite  
Training  
Provide staff  
Schedules  
Daily Operations Management  
Payroll  
Support water safety  
Risk Management  
Audits

\*Staff wages are \$5.00 higher per hour

\_\_\_\_\_  
(signature to accept)

• UPGRADE TO GOLD PACKAGE

\_\_\_\_\_  
(signature to accept)

• UPGRADE TO PLATINUM PACKAGE



## **Extension of Aquatic Management Agreement**

The extension of the Aquatic Management Agreement (the "Agreement") between USA Pools of California ("Company") and Culver City Municipal Plunge ("Owner") is hereby amended and modified by extending the term of the Agreement to include the following swim seasons. The renewal date in the Effective Date section of the original Agreement will be waived during the term of this Extension. Owner may cancel the extension of the Aquatic Management Agreement for nonperformance by the Company as provided in the Cancellation section of the original Agreement. USA Pools of California shall perform its services for the following swim seasons and prices:

- \_\_\_\_\_ 3 Year Extension: 2026 (3% price increase), 2027 (3% price increase), 2028 (2% price increase) payable according to the same schedule as set forth in the original Agreement.
- \_\_\_\_\_ 5 Year Extension: 2026 (3% price increase), 2027 (3% price increase), 2028 (2% price increase) 2029 (2% price increase) 2030 (2% price increase) payable according to the same schedule as set forth in the original Agreement.

After the expiration of the term of this Extension, the Agreement will revert to the original renewal date as indicated in the Effective Date section of the original Agreement. All other terms and conditions of the original Agreement shall remain and continue in full force and effect.

***USA Pools of California***

**By: USA Management, LLC**

**Name: \_\_\_\_\_**

**By: Contract Department**

**Date: 4/18/2025**

***Culver City Municipal Plunge***

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

**Authorized Agent - "Owner"**

**Date: \_\_\_\_\_**



# Join Us



## In supporting Youth Scholarships, Programs and Water Safety

When you do business with **USA Management** we will donate \$500.00 on your behalf!

Choose a fund! (check one)

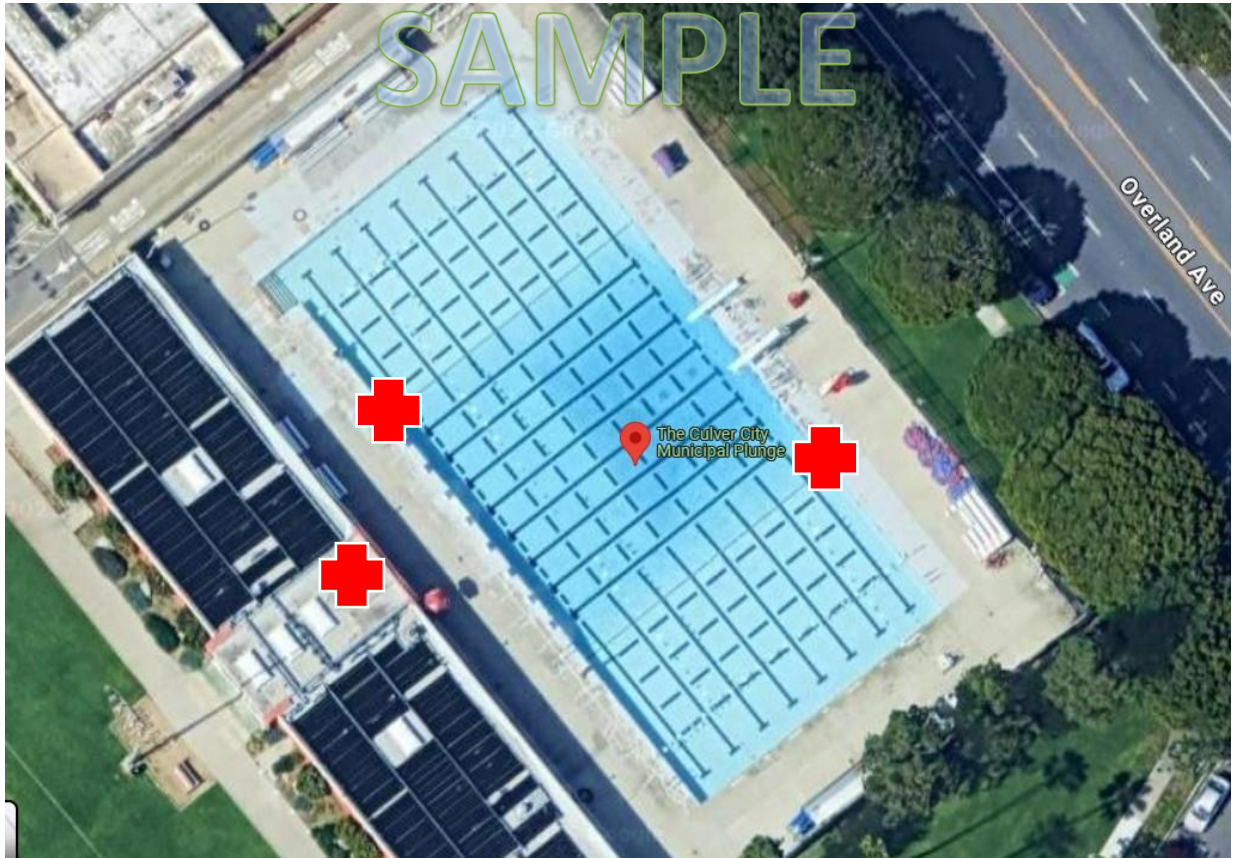
- ☐ **Lifeguard Scholarships:** being a lifeguard can be costly and many do not have the means to enter into the job force. They may have to obtain or maintain their certifications as well as lifeguard equipment. Your contributions aid by providing scholarship money to those who cannot otherwise afford employment.
- ☐ **Water Safety with WAW(Watch Around Water):** often communities and facilities cannot afford to provide lifesaving equipment or programs to their youth. This fund provides lifejackets utilizing note to float as well as swim lessons to all ages. Swimming lessons is the #1 way to prevent drowning.


Receive a charitable donation receipt.

**Thank you for your support!**



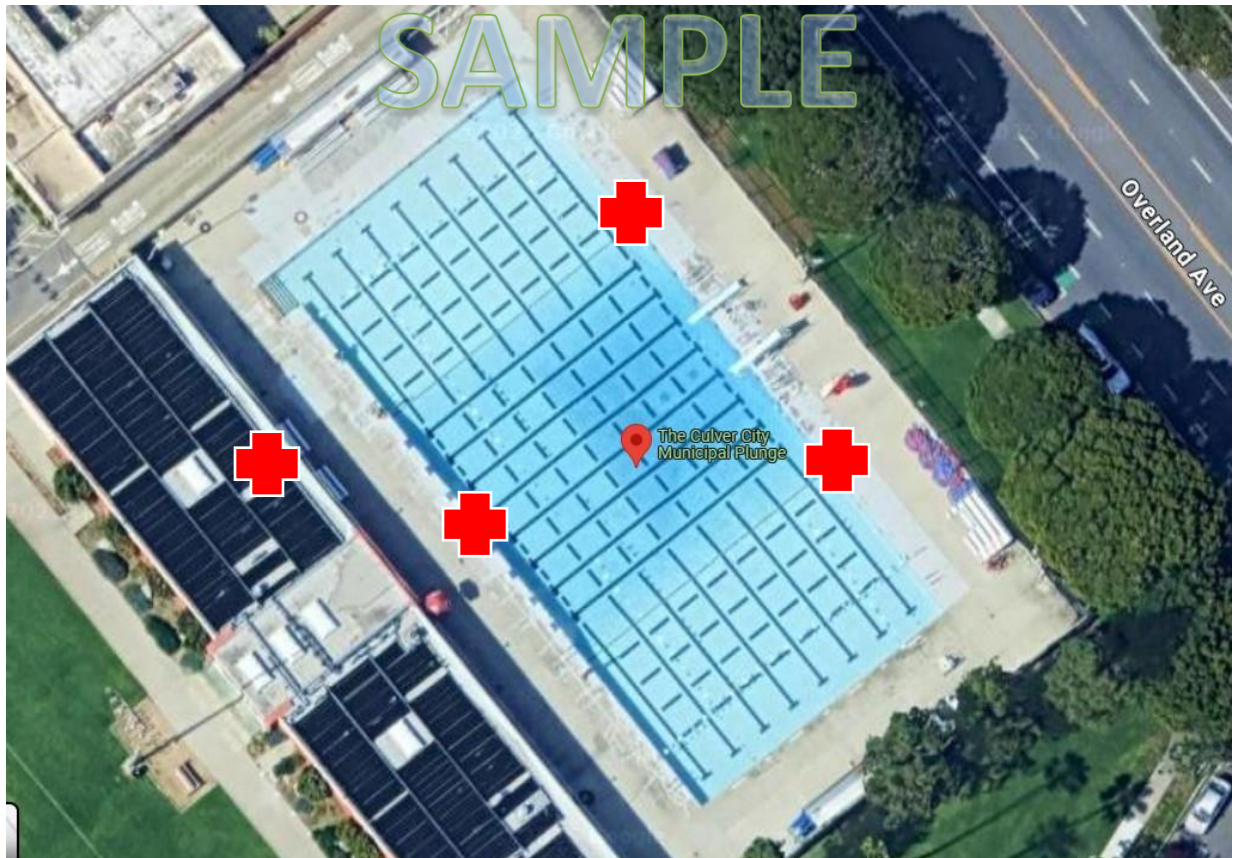
# Staffing Your Aquatic Facility



 3- Guard station/ zone



# Staffing Your Aquatic Facility



 4 - Guard station/ zone





# CUSTOMER CONTACTS

Please complete upon signing

## **PRIMARY CONTACT:**

Name: \_\_\_\_\_  
Title or Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_  
Email: \_\_\_\_\_

## **SECONDARY CONTACT:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_  
Email: \_\_\_\_\_

## **ACCOUNTING CONTACT:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_  
Email: \_\_\_\_\_

## **BILLING ADDRESS:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **FACILITY INFORMATION:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (     ) \_\_\_\_\_

## **Office Use ONLY:**

Management \_\_\_\_\_ Maintenance \_\_\_\_\_ OWCW \_\_\_\_\_  
Total Hours \_\_\_\_\_