

March 25, 2019

Mr. Robert Brockschink
Director of Raytown Schools Wellness Center
Raytown, MO 64138

Aquatic Academy (AA), LLC – is pleased to present this proposal to the Raytown School District Wellness Center (“the District”) in response to a Request for Proposal for Swim Lesson Services. Having met with the District on several occasions, we have intimate knowledge of this project. This first-hand knowledge gives us confidence that our services will exceed the expectations of the District to manage and lead a water safety based swim lesson program.

With Aquatic Academy’s 17+ years of swim lesson management experience that includes training instructional staff, curriculum planning, managing participant enrollment, optimizing advanced aquatic programming, and marketing, we offer the best swim school water safety based lesson program for aquatic venues.

Additionally, we enter this qualification process with the hopes of collaborating with the District to arrive at a structure that produces the highest likelihood of success for participants. The scope of this project aligns itself well with similar community water safety and swim lesson initiatives we have established in similar settings. Our Swim School service far exceeds the minimum qualifications and standards for swim lesson programs in the metro area.

It is our pleasure to submit this Request for Proposal response. We believe that our proposal information will effectively detail our industry expertise, while also providing an overview of our proposed Swim School management services.

We appreciate this opportunity and look forward to working on this exciting project with the Raytown School District. If you have any questions or comments related to this information, please do not hesitate to contact us.

Sincerely,

Kristen Pryor
Aquatic Academy, LLC
PO Box 1502, Lee’s Summit, MO 64063
P: 816.223.1882
E: admin@aquatic-academy.com

Aquatic Academy Agreement

THIS AGREEMENT, between Aquatic Academy, LLC (“Company”) and the Raytown Wellness Center (“Owner”), is to provide swim lesson services by Company for Owner’s aquatic facility located in Raytown, MO, in accordance with the terms set forth herein.

1. OPERATIONAL TIMES

Wellness Center Pool Hours

Monday-Friday	5:00 AM-11:00 AM AND 3:00 PM-8:00 PM
Saturday	8:00 AM-4:00 PM
Sunday	10:00 AM-4:00 PM

Swim Lesson Program Days & Hours

Summer Program: June 3, 2019-August 10, 2019

AM Monday-Thursday	9:00a, 9:35a, 10:10a, 10:45a, 11:20a
PM Monday & Wednesday	5:40p, 6:15p, 6:50p
PM Tuesday & Thursday	5:40p, 6:15p, 6:50p
AM Saturday (4-45 min. lessons)	9:00a, 9:50a, 10:40a, 11:30a

2. SCOPE OF SERVICE:

- Manage, Direct, and Lead Water Safety/Swim Lesson Program
- Promote Physical Fitness
- Promote Wellness Center Activities
- Promote Community Water Safety Initiative
- Develop organizational chart and create accountabilities for personnel
- Train Swim Instructor Staff
- Develop an advanced program model for continues aquatic development.
- Pre-Program Set up & Facility Inspection
- Revenue & Point of Sale
- Promote, Advertise, and Market Swim Lesson Programs

3. AGREEMENT: Swim lessons will be free for all Raytown School 2019-20 school year second graders. The district will charge a set fee (determined by the district) for all other Raytown School District students and Citizens living in Raytown. All 2019-20 school year second grade students attending summer school will receive priority enrollment for late morning and evening classes. All prospective 2019-20 second grade participants enrolled in the Raytown District can attend morning or evening class free or at a fee determined by the district.

4. PAYMENTS: The Company hereby proposes to perform the work and services for a swim lesson program set forth above for the price of \$44,632.00 for, June 3, 2019-August 10, 2019 upon the terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

Three Equal Monthly Payments of \$14,877.33 due the 15th of each Month of (June, July and August).

Item Charges

Administrative Cost (Printing & Binding, Taxes, Insurance, Class Supplies, Training Supplies, ARC Fee’s)	\$2,792.00
CPR, First Aid, AED Training	\$320.00
Clerical Administrative Fee	\$3,575.00
Coordinator Salary	\$5,520.00
Swim Instructor Staff Salary	\$17,760.00
Swim Lesson Program Contract Fee	\$14,665.00
Total	\$44,632.00

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. Owner may cancel the Agreement for nonperformance by the Company and has legal capacity and authority to enter into this agreement and bind the Owner. Owner agrees to the contract specifications in the preceding body Agreement. Any Actual changes must be listed in a separate Addendum.

AQUATIC ACADEMY
By: Aquatic Academy, LLC
By: Kristen Pryor
Date: March 25, 2019

Raytown Wellness Center
By: _____
Date: _____

EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season (s) June 3, 2019-August 10, 2019 and extend on an annual basis. In the event that Owner desires not to renew and extend this Agreement as provided herein, Owner shall provide Company with written notice by certified mail delivered to PO Box 1502, Lee's Summit, MO 64063, prior to March 15 of each year.

TELEPHONE: The Owner agrees to be responsible for and to provide an operational touch-tone telephone that will be accessible to personnel at pool site. Consistent with Jackson County health department regulations and for safety reasons facility shall only be open when the land line telephone is operational. The telephone must be capable of receiving incoming calls and be a dedicated land line for communication and management purposes. The telephone cannot be cellular or portable because the facility location and address will not register with Emergency Services.

FIRST AID KIT: Owner agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with Jackson County health department regulations. Owner agrees to pay for first aid kit or supplies as needed.

MINIMUM WATER SAFETY STANDARDS: The Owner shall maintain and provide two certified lifeguards for the times listed in section OPERATIONAL TIMES that meet the required American Red Cross lifeguard certification standards for water safety and patron surveillance. The Company defines water safety standards in accordance to the American Red Cross lifeguard coverage standards and the Jackson County health departments, Aquatic Venues health code. Thus, water safety standards mean "the reasonable supervision and protection afforded to swimmers in the aquatic facility, located on the premises of the Raytown School District Wellness Center's aquatic facility including recreational and leisure pools. Owner shall retain personnel and staff that will meet the lifeguard certification standards set forth by the American Red Cross and the Local or State Department of Public Health.

The Owner agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swim lesson students who patronize the swimming facility including, but not limited to, minimum of one back board, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks (BMV's) (for adult/children/infant), first aid kits, blood borne kits, ring buoy with ropes, extension pole with shepherd's hooks, fanny packs, and surgical gloves.

Note: If Owner fails to provide two adequate certified lifeguards in accordance with section OPERATIONAL TIMES-Swim Lesson Program Days & Hours any time during this agreement, the Company will provide lifeguard coverage at a rate of twenty-five dollars per hour, per lifeguard.

If Owner holds monthly staff meetings, Company agrees to designate a representative to attend Owner's "monthly" staff meetings to report on swim lesson program operations. Owner agrees to provide Company a 30-day notice of Owner's scheduled "monthly" meetings.

Owner shall develop an Emergency Action Plan (EAP) to maintain overall safety for facility, which must be approved in writing by Company. Copies of the EAP will be made available one week prior to Agreement start date.

The Owner agrees, unless otherwise agreed upon, to provide Coast Guard Approved Life Jackets at Owner's facility.

Owner's facility shall designate "safety zone(s)" with the use of cones and roping off area's where water depth changes. Company recommends that supervision by certified personnel be required for any use of the pool. Owner agrees to

indemnify and hold Company harmless for any claims arising from use of facility other than during and specifically related to swim lesson classes. Company agrees to write schedule per the conditions of this agreement except where the schedule is changed due to repairs, fecal contamination or the Owner's request for modification of personnel's shifts. Company shall schedule personnel to operate the facility in accordance with the section OPERATIONAL TIMES listed above.

Note: If Owner elects to change the schedule in accordance with section OPERATIONAL TIMES-Swim Lesson Program Days & Hours any time during this agreement, the Owner agrees to provide fourteen-days written notice to allow company time to accommodate schedule change.

Company may determine personnel requirements based on class size in accordance to the American Red Cross standard for participant to instructor 5 to 1 ratio. Company shall notify Owner of any necessary staffing increases to accommodate for and covering cost for extra swim instruction staff needed If instructor to student ratio is out of tolerance.

PERSONNEL: Company personnel who work in the Owner's facility in fulfilling the terms of this Agreement shall be employees of the Company and be directed solely by the Company.

1. The Company shall maintain at its expense personnel to perform Company's responsibilities hereunder. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating, motivating and disciplining such personnel for establishing the terms and conditions for their work environment. Such personnel shall be under the Company's exclusive direction and control.
2. The Company shall train personnel. If Owner reasonably believes personnel is not performing his or her duties effectively and professionally, Owner will immediately notify Company of the concern and the parties will discuss the best course of action.
3. Company personnel shall have the authority to discipline patrons at the Owner's facility within their best judgment and sole discretion consistent with the published and posted rules of the Owner's facility, and minimum safety standards as established herein.
4. Personnel are not required to tolerate abusive language or physical confrontations by facility members or guests. If either occurs, guest will be required to leave the active area and/or premises at the request of personnel. Should guest not comply, the local authorities shall be called. Company has authority to call the appropriate law enforcement authority for assistance if the Company feels this action is in the best interest of other facility members or guest and/or Company personnel.
5. The Owner remains solely responsible for decisions to readmit anyone temporarily banned from Owner's facility. Decisions to temporarily ban or readmit violators shall be immediately conveyed in writing between the parties to this Agreement.
6. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the pool and/or facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of Company's office and Owner's contact person.
7. Company's staff shall supervise personnel.
8. Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel 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 personnel 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.

PERSONNEL RESPONSIBILITIES: Personnel are required to be responsible for the following duties:

- Supervise swim lesson program.
- Lead and support water safety and swimming initiative.
- Manage and operate swim lesson program.
- Enforce Owner and Company's rules for the general safety of patrons.

- Owner agrees to report and document any action that may jeopardize the spirit and content of this agreement to the Company's office.

UNUSUAL CONDITIONS: Emergency Closing of facility: The Owner may close the facility in an emergency situation, whether the emergency is caused by a breakdown of equipment, an act of God, repairs or by any other causes outside the control of the Company. This shall not require any change or adjustment in any provisions of the agreement. Should

a time lapse of more than three (3) days be necessary to perform repairs and/or restore pool to normal operation, Company will make up all missed classes.

The facility shall be closed to swimming in cases where Fecal Matter is present. To comply with national, state and local codes and recommendations, the Company shall close Owner's facility in the event that fecal matter, vomit, or blood should contaminate the pool.

ADDITIONAL PERSONNEL: The Company agrees to schedule personnel for extra hours of operation at the written request of the Owner and subject to the following:

1. At the option of the Owner, the Company shall schedule personnel for additional classes/hours of operation not covered in section OPERATIONAL TIMES-Swim Lesson Days and Hours. The Owner agrees to notify Company in writing fifteen (15) days prior to the "addition of extra classes." The cost for additional class/hours not covered by this agreement in section OPERATIONAL TIMES-Swim Lesson Days and Hours is \$320 per class and \$15 per hour, per additional staff member. Amount shall be payable to the Company with the thirty (30) day prior written notice. This cost is an addition to the fees as provided herein.
2. Additional hours are subject to the availability of personnel.
3. Additional personnel scheduled by Company shall be at the rate of \$15.00 per hour.

INSURANCE/LIABILITY: The Company shall maintain the following coverage:

1. Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the term of this agreement.
2. General liability insurance in the amount of \$1,000,000.00.
3. Swim lesson participant liability insurance and punitive damages in the amount of \$1,000,000.00.
 - a. Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additional insured on policy at an annual rate of \$300. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damages or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to the persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders." The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct and sole result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the Company as, or proven in a legal proceeding to be, proximately cause by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard, but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of Insurance verifying the above mentioned insurance coverage.

MISCELLANEOUS:

1. Owner agrees to communicate any comments, suggestions, or complaints concerning the swim lesson program, staff, or services directly to the Company's office.
2. The Company shall assume no responsibility or liability at the facility before or after specified hours of swim lesson program operation.
3. To comply with national, state and local codes and recommendations, the Company shall close Owner's pool in the event that fecal matter, vomit, or blood should contaminate the pool.
4. If there is a change in the local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present additional charges to the Owner for Owner's approval.
5. Company reserves the right to cancel swim lesson classes if air temperature is lower than 80 degrees and water temperature is lower than 80 degrees. This shall not require any change or adjustment to any provision to this agreement.

PAYMENT DISCLOSURE: The Company hereby proposes to perform the work and services set forth above from June 3, 2019-August 10, 2019 the term 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 FEES: Contract Payments are due as indicated above. Any contract payment not made within five (5) days 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 ten (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 and supplies from Owner's facilities without any further or additional notice to Owner.

COMPANY CONTACT PERSON: Please direct all Company communication to the following Company Representative: Company agrees at least one of the designated "contact person(s)" below is an elected official and/or officer of the Company organization.

Contact Person 1:

Name: Kristen Pryor

Address: PO Box 1502, Lee's Summit, MO, 64063

Phone: 816-223-1882

Email: admin@aquatic-academy.com

Contact Person 2:

Name: Kwasi Pryor

Address: PO Box 1502, Lee's Summit, MO, 64063

Phone: 816-213-6610

Email: admin@aquatic-academy.com

VENUE AND GOVERNING LAW: This Contract shall be governed by and construed according to the Laws of the State of Missouri. Venue for any disputes arising out of this Contract shall be in the State or Superior Courts of Jackson County, Missouri.

ENTIRE AGREEMENT, MODIFICATION, AND BINDING EFFECT: This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. Agreement shall be binding to ensure the benefit of the Owner and Company and to their respective heirs, successors and assigns.

STRICT COMPLIANCE: No failure of Company to exercise any power or right granted herein or to insist compliance by Owner with its obligations and duty herein shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NONWAIVER: Owner and Company agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

EXTENSIONS: Unless otherwise agreed to by Owner and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

ATTORNEYS FEES: In the event of Owner's breach of agreement, the parties agree that the Company shall be entitled to receive as additional damages, all litigation expenses, including attorney's fees if the Company wins the case.

END OF AQUATIC ACADEMY AGREEMENT