

Administrative Memorandum of Understanding made this      day of      , 2021

Between

Corporation of the City of Owen Sound

(hereinafter called the "City")

and

Owen Sound Family Y.M.C.A.

(hereinafter called the "Family Y")

WHEREAS an initiative of the City of Owen Sound's Strategic Plan is to focus on cultural and recreational attractions and activities and further, the Strategic Plan stresses that the City should invest in partnerships;

AND WHEREAS the Family Y has a vision to be a recognized and valued leader in making a positive difference to the health and well being of the community through the provision of values-based programs and services that reflect the changing needs of our community and has a long history of the provision;

AND WHEREAS the City and the Family Y both provide summer aquatic programming for youth in the community;

AND WHEREAS the City and the Family Y agree to join together as key partners in the provision of summer aquatic programming for youth;

AND WHEREAS the City and the Family Y worked collaboratively in 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019 to deliver summer aquatic programs;

AND WHEREAS the City and the Family Y have identified an opportunity to continue to work together in 2021 to provide summer aquatic programs;

AND WHEREAS the City and the Family Y have recognized the potential and value of a long term relationship based on clear operating principles and a relationship of support and mutual benefit and not competition;

NOW THEREFORE the City and the Family Y agree that the Family Y will assume responsibility and operate aquatic programs that have primarily been operated by the City and that this arrangement will be based on the following guiding principles:

1. That the City hereby agrees to cease operating its recreation programs while the Family Y agrees to provide summer aquatic programs that reflect recent programs of the City. These programs will include the following:
  - Open and sponsored swims, school swims and private pool rentals.
2. That the City will be responsible for:
  - Providing the use of Harrison Park Pool and facilities;
  - Ensuring the pool is configured to operate on its own in a safe manner, in compliance with all applicable regulations;
  - Promotion of summer aquatics in City publications and communications (to a maximum of \$1,500) for the current year;
  - Ongoing support to the Family Y as the direct programmer to assist in the coordination and facilitation of summer aquatic programs;
  - Support the use of established protocol regarding city subsidized swimmers;
  - Facility maintenance of the Harrison Park Pool and facilities, including the purchase of chemicals and the electrical, heating, plumbing and mechanical maintenance of all pool and facilities equipment, etc.;
  - Ensuring the pool is chemically balanced prior to opening each day;
  - Trouble-shooting when pool clarity and chemical problems occur;
  - Addition of chemicals and make-up water, and backwashing as required;
  - Assist the Y in the opening of the Harrison Park Pool including removing the tarps and removal of debris from the pool and building;
  - Sponsorship of free open swims; and
  - Capital repairs to City Facilities that host summer aquatics and repairs to equipment, including but not limited to pool mechanical equipment, guard chair(s), pool vacuums and cleaning baskets.
3. That the Family Y will be responsible for:
  - Delivery and direct programming of the programs listed in clause 1;
  - Hiring, training, scheduling, payroll, supervision and performance evaluation of staff;
  - Screening and check in of swimmers respecting public health restrictions;
  - Assisting the City by providing content for publications and promotions;
  - Scheduling of Harrison Park Pool;
  - Pool water testing for chlorine and pH during open hours and the daily operation of the pool in accordance with the requirements of Public Health, and immediately communicate irregular testing results to the Manager of Parks and Open Space or designate;
  - Ensuring that the Harrison Park Pool area is left in a clean and tidy condition with materials placed in waste and recycling containers and leaving City facilities in good repair and tidy after use; and
  - Requiring all staff to provide a Police Records Check and Vulnerable Sector Check, First Aid and CPR-C certification and completion of AODA

& IASR training, WHMIS and YMCA Child Protection Policy training, as required by YMCA policies.

4. The City and Family Y agree to jointly develop and implement a COVID-19 safety plan to be reviewed by public health officials prior to opening for the season, and update the safety plan in response to public health guidelines as required throughout the operating season.
5. The City and Family Y agree that all publications, advertising, signage and promotion (web, print, social media and other media) will be approved in advance by both parties in writing. Promotion and marketing will recognize the partnership of the City and Family Y through the use of logos and other appropriate means.
6. Should any facility not be available for summer aquatics programs due to maintenance or other unforeseen circumstance, the City, will in cooperation with the Family Y, explore possible alternatives should any facility become unavailable for unforeseen circumstances. If an arrangement needed to be made for campers to swim at the Family Y pools, then the Family Y would be reimbursed for entrance fees.
7. The City will obtain and maintain liability insurance and property insurance and shall name the Family Y as an additional insured. The Family Y will obtain and maintain liability insurance and shall name the City as an additional insured. Both the City and the Family Y shall be satisfied with each other's insurance coverage and provide a proof of insurance prior to aquatics seasons.
8. The fees for summer aquatics shall be agreed upon by the City and the Family Y, and will be no less than the cost to provide the programs unless otherwise agreed to, to be subsidized by the City. The fees will be as per the City's Fees and Charges By-law.
9. The City, at its discretion may provide up to 12 free summer swim passes for the Harrison Park Pool at no charge, including but not limited to four (4) passes to the Bruce Grey Child & Family Services, two (2) passes to Women's Shelter and two (2) to be made available via the Owen Sound Public Library.
10. In order to ensure that the needs of the community continue to be addressed, the City and the Family Y agree that this Administrative Memorandum of Understanding as well as the operations and performance of the aquatics programs will be reviewed annually in February of each year.
11. The City and Family Y agree that on a mutually agreeable date, a minimum of six (6) weeks in advance (weather permitting) of the pool opening, that Family Y and City staff will do a mutual inspection of the Harrison Park Pool and facilities and shall establish a work plan, timeline and list of responsibilities for work to be completed.

12. For the 2021 pool operating season, the City and the Family Y agree that the pre-season pool health inspection will be scheduled for Monday June 21, 2021 pending confirmation with the inspector. The Family Y will be responsible for booking the pool health inspection.
13. The City and Family Y agree that the revenue and cost estimates to deliver summer aquatics programs as outlined on Schedule A hereto are best estimates based on past experience and the pool schedule for 2021. The City and Family Y will work cooperatively to try to ensure that the net positions to deliver summer aquatics are consistent with those shown on Schedule A. Variations in the budget will be made known to all parties as early as possible.

The Family Y is not responsible for a deficit position. It should be noted that any closures of the pool would negatively affect the revenue and final net positions. Should the number of swimmers attending the FREE open swims be higher than expected and exceed maximum numbers allowed in the pool based on regulations and number of lifeguard staff, then those swimmers exceeding the maximum will not be allowed entry.

The City and the Family Y agree to the timing outlined in Schedule A for the pre-payment of expenses and Operator's Fee, the payment of revenue and the reconciliation at season end.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Corporation of the City of Owen Sound:

Per: \_\_\_\_\_  
Tim Simmonds, City Manager

Owen Sound Family Y.M.C.A.:

Per: \_\_\_\_\_  
, Chief Executive Officer