

Administrative Memorandum of Understanding made this day of , 2023

Between

Corporation of the City of Owen Sound

(hereinafter called the "City")

and

YMCA of Owen Sound Grey Bruce

(hereinafter called the "YMCA")

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 YMCA 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 YMCA both provide summer aquatic programming for youth in the community;

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

AND WHEREAS the City and the YMCA worked collaboratively in 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2021, and 2022 to deliver summer aquatic programs;

AND WHEREAS the City and the YMCA have identified an opportunity to continue to work together in 2023 to provide summer aquatic programs;

AND WHEREAS the City and the YMCA 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 YMCA agree that the YMCA 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 YMCA 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:
 - For the purpose of O.Reg 565 designating the YMCA as the designated operator;
 - 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 YMCA 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 related aquatics facilities including, but not limited to, the purchase of chemicals and the electrical, heating, plumbing and mechanical maintenance of all pool and facilities equipment, etc.;
 - Ensuring all required aquatics safety equipment is provided and in good condition;
 - Ensuring an automatic external defibrillator (AED) is readily accessible to lifeguarding staff;
 - Ensuring the pool is chemically balanced prior to opening each day;
 - Water quality, and trouble-shooting when pool clarity and chemical problems occur;
 - Addition of chemicals and make-up water, and backwashing as required;
 - Providing YMCA staff with written contact information for the Manager, Parks and Open Spaces and designate;
 - Ensuring the Manager, Parks and Open Space, or designate, is available during Harrison Park Pool operating hours and responds directly to YMCA staff within thirty (30) minutes of initial contact to address water quality issues when needed;
 - Should contact not be received by the Y within 30 minutes, the pool will be closed temporarily until such time as water quality issues can be resolved;
 - Assist the Y in the opening of the Harrison Park Pool including removing the tarps and removal of debris from the pool and pool deck and mechanical rooms;
 - 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 YMCA will be responsible for:
 - Operating Harrison Park Pool as the designated operator in accordance with O. Reg 565;
 - 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 pending public health orders;
 - Collecting gate and pool rental fees plus HST;
 - 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 Ontario Regulation 565 – Public pools;
 - Immediately communicating, in writing via text or email, irregular testing results or issues relating to the pool's equipment to the Manager of Parks and Open Space or designate;
 - Closing the pool in the event the Manager, Parks and Opens Spaces or designate does not respond within thirty (30) minutes of the initial contact made by YMCA staff if water quality or pool's equipment operations do not meet aquatic chemistry parameters established by Ontario Regulation 565- Public Pools;
 - 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 YMCA agree to jointly enact the safety plan as required pending a response to public health orders.
5. The City and YMCA 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 YMCA 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 YMCA, explore possible alternatives. If an arrangement needed to be made for City campers to swim at the YMCA pools, then the YMCA would be reimbursed for related YMCA Day Pass fees.
7. Further, in the event of pool closure, the City will be responsible for any and all costs incurred by the YMCA associated with YMCA staff affected by the closure in keeping with the YMCA's policies should said policies provide a

greater right or benefit than those required by the *Employment Standards Act, 2000* following a shift cancellation.

8. The City will obtain and maintain liability insurance and property insurance and shall name the YMCA as an additional insured. The YMCA will obtain and maintain liability insurance and shall name the City as an additional insured. Both the City and the YMCA shall be satisfied with each other's insurance coverage and provide a proof of insurance prior to aquatics seasons.
9. The fees for summer aquatics shall be determined by the City 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.
10. The fees will be as per the City's Fees and Charges By-law.
11. 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.
12. In order to ensure that the needs of the community continue to be addressed, the City and the YMCA 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.
13. The City and YMCA agree that on a mutually agreeable date, a minimum of six (6) weeks in advance (weather permitting) of the pool opening, that YMCA 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.
14. The City and YMCA 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 2023. The City and YMCA 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.
15. The YMCA is not responsible for a deficit position. It should be noted that any closures of the pool would negatively affect YMCA staff as well as 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.
16. The YMCA will endeavour to align actual expenses with Schedule A of this MoU.

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

Signed on the _____ day of _____, 2023.

Corporation of the City of Owen Sound:

Per: _____
Tim Simmonds, City Manager

YMCA of Owen Sound Grey Bruce

Per: _____
Sarah Cowley, Chief Executive Officer