

THIS MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE TOWN OF COBOURG
(called the "Town")

OF THE FIRST PART

- and -

YMCA NORTHUMBERLAND
(called the "Y")

OF THE SECOND PART

NOW THEREFORE in consideration of the covenants contained in this Memorandum of Understanding, it is agreed between the parties as follows:

1.00 BACKGROUND:

- 1.01 The Y and the Town entered into a Memorandum of Understanding dated June 2015 to consider, explore and review the possibility of building and operating a new Y Centre at the Cobourg Community Centre (herein called the "CCC").
- 1.02 After an in-depth analysis, the Town and the Y decided that building and operating a Y Centre at the CCC is not feasible for either party at this time.
- 1.03 The Y and the Town remain committed to their longstanding partnership to provide recreational and fitness services to the community.
- 1.04 The Town and the Y agree that an improved aquatic centre that will meet the needs of people of all ages in the community is desirable and needed.
- 1.05 The Y and the Town have mutually concluded that it is in the interest of the community that the Y refurbish its current location at 339 Elgin Street West, Cobourg, Ontario K9A 4X5 (herein called the "Y Facilities") as a short- to medium-term solution. A long-term solution could still include the construction of a new aquatic centre as an addition to the CCC.
- 1.06 The Town has a mandate to address the needs of its residents and operates the CCC as an active recreational and cultural facility that includes facility-wide events, particularly for sports tourism.
- 1.07 The Y is and shall remain a membership driven organization with a mandate that is county-wide.

- 1.08 The CCC is used by the Town, other organizations and individuals for various purposes, including recreational programs in all four seasons, some of which may be similar in some respects to programs and recreational activities conducted by the Y at the Y Facilities. To better facilitate effective use of resources, a CCC-YMCA Joint Programming Committee will be formed consisting of staff from each organization. The committee will meet quarterly with a mandate to investigate and implement cross-use of facilities with the purpose of minimizing duplication and optimizing facility use.
- 1.09 The Y and the Town desire to work together to build a strong relationship to deliver quality programming for people of all ages in the community and to utilize resources in an efficient and effective manner.
- 1.010 This Memorandum of Understanding is intended to outline the principles and commitments the Y and the Town plan to pursue to achieve the foregoing objectives.
- 2.00 **REFURBISHMENT OF THE Y FACILITIES:**
- 2.01 The YMCA/CCC Project Coordinating Committee shall continue to operate and to develop detailed construction designs, drawings, cost estimates and funding models for the refurbishment of the existing Y Facilities to address current program and service gaps in the community for the short- to medium-term.
- 2.02 The Town will continue to contribute 50% of these planning and design costs for the refurbishment of the existing Y Facilities up to a maximum of \$50,000.
- 2.03 Subject to the outcome of the next phase of planning, design and financial modelling, as well as negotiation of a final, mutually acceptable Joint-Use Agreement between the Town and the Y, to be approved by both the Y Board and Town Council, the Town approves in principle to:
- a) contribute financially to the refurbishment costs of the Y Facilities; and
 - b) Work with the YMCA to negotiate an affordable use model for aquatic facilities at the Y for Cobourg citizens, particularly those with lower incomes, as a community benefit and a return on the Town's capital investment.
- 2.04 The Town shall commit not to build or allow the building of additional indoor aquatic facilities at the CCC or other Town property without completion of a needs assessment and partner impact study that would have, as an active participant, the YMCA. It is understood that any new aquatic facility would be financially and mutually beneficial, or at the very least not detrimental to either party.
- 2.05 The Town agrees to assist and support the Y in obtaining Town, County, Provincial and Federal funding including working in collaboration with the Y in developing and presenting a comprehensive business plan for purposes of obtaining such funding.
- 2.06 The Town shall assist and support the Y in obtaining all necessary permits and authorizations for completion of the refurbishment of the Y Facilities.

2.07 The Town shall act as a facilitator between the Y and the County of Northumberland to assist in discussions regarding a possible road extension of Frei Street on the south side of Elgin for a possible new entrance onto the Y Facilities from Elgin Street at the intersection of Frei Street.

3.00 ON-GOING PROGRAM PARTNERSHIP:

3.01 The Y and the Town shall work in collaboration to build programming that will most efficiently and effectively utilize the CCC and the Y Facilities to supply complementary, recreational and fitness activities for the community

3.02 The Y and the Town are committed to providing accessible programs, services and facilities to promote good health and a strong sense of social community.

THIS MEMORANDUM OF UNDERSTANDING is approved by the Council of the Town of Cobourg and the YMCA Northumberland Board of Directors and is authorized by the signatures below effective as of the _____ day of _____, 2018.

TOWN OF COBOURG

Per:

Name & Title: _____

Signature: _____

Name & Title: _____

Signature: _____

YMCA NORTHUMBERLAND

Per:

Name & Title: _____

Signature: _____

Name & Title: _____

Signature: _____