

RESOLUTION NO. R10-2006

A RESOLUTION AUTHORIZING JOSEPH J. DENEN, CITY MANAGER TO ENTER INTO A CONTRACT FOR SERVICES WITH THE FAYETTE COUNTY FAMILY YMCA.

WHEREAS, the Council of the City of Washington Court House after careful consideration and thought believes that the citizens of the City of Washington Court House avail themselves of the recreational facilities and activities available within the City of Washington Court House; and

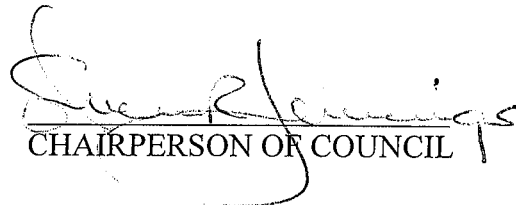
WHEREAS, the Council of the City of Washington Court House understands that certain management services provided by the Fayette County Family YMCA are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WASHINGTON COURT HOUSE, FAYETTE COUNTY, OHIO AS FOLLOWS:

SECTION 1. That City Council authorizes Joseph J. Denen, City Manager to contract with the Fayette County Family YMCA pursuant to the terms and conditions espoused in "Exhibit A" herein attached and made a part hereof by reference.

SECTION 2. That this Resolution shall take effect and be in full force from and after the earliest date permitted by law.

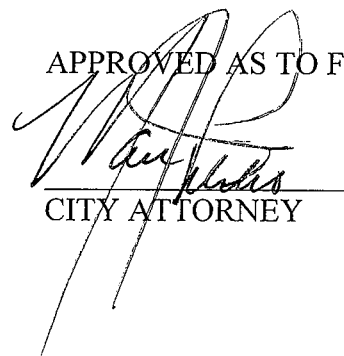
ADOPTED: April 12, 2006


CHAIRPERSON OF COUNCIL

ATTEST:


CLERK OF COUNCIL

APPROVED AS TO FORM:


CITY ATTORNEY

CONTRACT FOR SERVICE

The agreement entered into between the Fayette County Family YMCA, referred to herein as the "Y" and the City of Washington referred to herein as the "City" this _____ day of _____ 2006.

The YMCA shall employ a Director for Fayette County. As a part of the Director's duties, the Director shall provide assistance in preparation for opening the City Pool. Further, said Director shall coordinate the City recreation programs at the pool & park for the summer, including swimming lessons, community pool parties, organizing a swim team, volleyball, tennis, basketball and other relevant activities. The City shall help with needed equipment and tools for the successful completion of these programs (i.e. program materials, rescue equipment,) and personnel attire (i.e swimsuits, shirts & whistles/rescue packs)

The Fayette County YMCA Director shall maintain supervisory-contractual administrative responsibilities & will work with the Service Director to keep the Pool & Parks recreation budget in line over the summer for the CONCESSIONS SALES, PERSONNEL SALARIES & TOTAL GROSS REVENUE'S of the City's recreation opportunities during the summer. **The YMCA Director shall be given monthly reports from the City Auditor for Personnel salaries and concession revenue to achieve the below mentioned target accountability agreements of those items.**

The Fayette County YMCA Director will interview, hire & train all of the summer pool & parks recreational employees (lifeguards, concessions, parks workers). The Fayette County Y Director shall conduct mandatory in-service training of aquatics staff once a month during summer for emergency procedures.

The Fayette County YMCA Director will provide supervision and active presence at most of the recreational activities during the summer as well as handling some of the closings of the pool and after hours recreational evening activities in the park & pool.

The YMCA will hire a pool manager with the review approval from the City of Washington. The Pool manager will be responsible for including but not limited to taking care of the daily maintenance, chemistry, personnel, concession, private parties, & cleanliness of the pool area and everyday operations at the pool. The City will hire (2) assistant pool managers with recommendation from the YMCA, who will work at the direction of the YMCA Pool Manager to accomplish his/her assigned responsibilities. The City Staff will maintain the grounds and the buildings of the park and pool area.

A Bi-Weekly meeting will be held between a representative of the City and the YMCA Board to review the pool operations. This does not limit or restrict the City or the YMCA Board from conducting an unaccompanied facility inspection at anytime.

It is understood that creating as much on site revenue generation is critical for the over all financial success of the operation. **The concession stand target goal number for the 2006 Summer Season shall be - \$14,500.** If the 2006 annual receipts are more than the target number the City shall share 10% of all receipts over the target number with the Y. If the annual receipts are less than the target number there will be a reduction of fees for contract services by 10% of the amount less than the target number.

It is understood that controlling expenses on site is critical for the over all financial success of the operation. **The personnel salaries target goal number for the 2006 Summer Season shall be - \$92,069.30.** This number also includes a \$6,000 deduction for the YMCA Pool Manager for the 2006 Summer Season. The City is willing to share 10% of the labor savings realized for the summer from the target number with the Y. The City shall reduce the contract for services fee if labor cost come in over the target number of 10% less of the amount of the target number.

It is understood that generating significant revenues is part of the over all successful operation of the pool. **The gross revenue target goal for 2006 is \$115,000.00.** This number includes all revenues collected during the 2006 pool season. The City is willing to share 20% of any revenues over the target number and likewise the City shall reduce the contract for services fee 20% for any amount under the target number.

The City shall agree to pay \$50,000.00 to the YMCA for the year of 2006 for recreational services and shall be dispersed to the YMCA of the months of April, May, June, July & August in \$9,000 increments. The \$5,000.00 increment dispersed in September, will reflect the agreed upon target number percentages for the summer of 2006. This is a renewable year to year contract with both the City and the Y for a 10 year time period commencing on May 1, 2003. Renewal is upon the City and the Y agreeing to any amendments or updates to this contract. The City & the Y both shall have a termination of contract services clause upon a mutual review meeting, & with a two week prior notice and at a pro-rated contract fee for services rendered.

**City of Washington Court House
Representative - Signature**

Date

**Fayette County Family YMCA
Executive Director - Signature**

Date