

**TOWN OF BOILING SPRINGS  
AND  
CLEVELAND COUNTY FAMILY YMCA**

**RECREATION SERVICES AGREEMENT - FY23/24**

This agreement by and between the Town of Boiling Springs, a North Carolina municipal corporation, (hereinafter "Town") and the Cleveland County Family YMCA (hereinafter "YMCA"). That for and in consideration of the financial payments and mutual covenants contained herein, and other valuable consideration, the parties hereby agree as follows:

**I. PURPOSE**

The Town and YMCA continue to partner to provide recreation and wellness services to the residents of Boiling Springs. Services provided, in whole or part, in consideration of this agreement shall be administered and made available on an equal basis without regard to race, color, religion, national origin, sex, disability, familial status, or other class protected by federal or state law.

**II. DEFINITIONS**

**Residents** - persons who reside within the incorporated limits of the Town of Boiling Springs.

**Town Park**- the recreation facility located along East Branch Avenue and generally adjacent to Falcon Circle, the Town's public works facility, and the Town Hall at 114 East College Avenue. The park includes all athletic fields and appurtenant structures, picnic shelter, concession stand, restrooms, playground, walkways, trails, parking areas (excluding those at Town Hall), and the park grounds in general.

**III. ADMINISTRATION**

(A) The Town Council will designate one member of the Town Council to serve as an ex-officio member of the Ruby C. Hunt YMCA Board of Directors. This appointee will serve as a full voting member.

(B) The Town Council will recommend a potential Board Member to the Nominating Committee of the Cleveland County Family YMCA Board of Directors for consideration. This appointee, if selected, will serve as a full voting member.

(C) The YMCA will provide an operational overview and report to the Town Council quarterly. This report will include metrics indicating the level to

which residents are utilizing the recreation and wellness services rendered under this agreement.

- (D) The YMCA will coordinate a meeting each February to monitor and discuss the administration and performance of both parties under this agreement. In addition to other pertinent persons, the Town Manager, YMCA Executive Director, and the Town's appointees to YMCA Board of Directors, and Cleveland County Family YMCA Board of Directors must be in attendance.
- (E) The YMCA will provide annual audited financial statements and quarterly branch financials to the Town for review.
- (F) Both parties will actively engage in cross promotion of the partnership created by this agreement and the services rendered under this agreement. Generally, this will be achieved through the joint use of logos on promotional materials, uniforms, signage, etc. Both parties should also maintain appropriate website content promoting the relationship between the Town and YMCA.

#### **IV. FACILITIES**

##### **(A) JOINT USE**

Both the Town and YMCA have substantial investment in recreation facilities in the community. While maintaining independent ownership and operational control of such assets, the YMCA and Town's partnership requires that all such facilities be jointly used to render recreation services to the residents of Boiling Springs.

##### **(B) TOWN PARK MAINTENANCE**

The Town will share the responsibility for renovations and major repairs of the baseball facilities at a rate of 75%. The YMCA will share the responsibility at 25% of the costs should the YMCA use those facilities. Renovations and major repairs will generally be tasks that requires specialized skills or licenses and are performed at intervals greater than one year. Common renovations and major repairs might include but not be limited to: painting, roofing, replacement of plumbing fixtures, and replacing park fixtures like trash receptacles and benches. The Town will pay the utilities for all Town-owned facilities.

The Town will assume general maintenance and upkeep responsibilities for the Town Park including the athletic fields and appurtenant structures, picnic shelter, concession stand, restrooms, playground, walkways, trails, parking areas, and the park grounds in general. The YMCA will provide janitorial upkeep, litter

pickup, and general non-specialized maintenance of the Town Park during YMCA-sponsored events. These services will be adjusted to account for seasonal fluctuations, park visitors, and scheduled activities. In consideration of general park visitors, the park should be restored to a normal condition after any scheduled athletic activities including practices, games, and similar events. All YMCA-sponsored events at the Town Park and the associated scheduling must be approved by the Town.

## **V. RECREATION SERVICES**

(A) In consideration of this agreement, the YMCA will generally develop and implement the following recreation services and programming for Town residents:

1. Town residents will receive at a minimum a 10% discount off the joining fee and also one (1) 10% discount off the membership plan of their choice. This is limited to one (1) discount per unit
2. Participation in athletic leagues, programming, and other activities will be available to residents at a reduced rate.
3. Spaces and facilities rentable for birthday parties and private gatherings subject to reasonable operating rules and restrictions will be available to residents at the same rates offered to YMCA members.
4. YMCA will host two free pool days for residents between Memorial Day and Labor Day and make pool facilities available to residents and their guests for a reasonable daily fee.
5. YMCA will partner with local schools to make swimming and pool safety programming available to elementary school students at no cost.
6. YMCA will make available fitness and wellness programs targeted specifically at seniors to residents at the same rates available to YMCA members.
7. YMCA will administer sports leagues. The administered leagues will be left to the discretion of the YMCA. The YMCA will notify the Town as early as practicable about the termination of league offerings.

(B) Some services rendered under this agreement require participants to pay participation, registration, enrollment, and similar fees to the YMCA. Such fees will be remitted to the YMCA. All such fees collected in connection with the services rendered under this agreement will be informed by similar fees for similar activities and services in our region and be subject to review by the Town.

## **VI. PAYMENT FOR SERVICES**

The Town will pay an annual service fee to the YMCA for the services provided through this agreement. The Town will pay \$28,000 in consideration of this agreement.

Payments will be made each quarter. The YMCA will invoice the Town for the

appropriate amount at the beginning of September, December, March, and June and the Town will remit payments by the last day.

## **VII. TERM**

This agreement shall have a one-year term commencing on August 1, 2023, and ending on February 1, 2023. As of the Commencement Date, all prior agreements between the Town and the YMCA shall terminate and be superseded by this Agreement.

Either party may terminate the Agreement by giving written notice of intent to terminate at least three (3) months in advanced of the agreement termination date selected by the terminating party. That Agreement termination date shall be specified in the written notice, and the agreement shall terminate on that date.

If either party materially breaches the terms of this agreement, the non-breaching party may determine a termination date for the agreement and provide written notice of termination at least sixty (60) days in advance of the determined termination date. The non-breaching party may, but need not, allow the breaching party to cure the breach rather than terminate the agreement.

Any termination of this Agreement, by whatever means, shall not relieve any party from any responsibilities or liabilities which may have arisen under this Agreement during its term.

This document contains the entire Agreement between the YMCA and the Town and may be amended only by a written instrument which is dated and signed by both parties. This Agreement shall supersede any other Agreements currently between the two parties.

Town Of Boiling Springs

X

\_\_\_\_\_  
Daniel Thomas  
Mayor

X

\_\_\_\_\_  
Date:

X

\_\_\_\_\_  
Justin Longino  
Town Manager

X

\_\_\_\_\_  
Date:

X

\_\_\_\_\_  
Noah Saldo  
Town Clerk

X

\_\_\_\_\_  
Date:

Cleveland County Family YMCA

X

\_\_\_\_\_  
Chief executive Officer

X

\_\_\_\_\_  
Date:

X

\_\_\_\_\_  
Chief Volunteer Officer

X

\_\_\_\_\_  
Date: