

TO:	CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON JULY 16, 2018
FROM:	SCOTT STAFFORD MANAGING DIRECTOR, PARKS & RECREATION & LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN, & FIRE SERVICES
SUBJECT:	STONEY CREEK COMMUNITY CENTRE, YMCA, AND LIBRARY USER AGREEMENT AMENDMENT

RECOMMENDATION

That, on the recommendation of the Managing Director, Parks and Recreation and the Managing Director, Neighbourhood, Children, and Fire Services, the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held on July 24, 2018 to approve and authorize the Amending Agreement to the City User Agreement between The Corporation of the City of London and the YMCA of Western Ontario (Schedule A) and authorize the Mayor and the City Clerk to execute the Amending Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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April 29, 2009 Board of Control. North London Community and Recreation Facility.

March 19, 2008 Board of Control. Memorandum of Understanding- Joint Venture Between City of London and YMCA.

April 24, 2006 Community and Protective Services Committee. Partnership Proposal for a New Community Centre Facility in North London.

BACKGROUND

The City of London entered into a joint venture with the YMCA of Western Ontario in March of 2008 for the construction and operation of a shared centre; and the Stoney Creek Community Centre, YMCA, and Library opened in 2010.

Part of the Joint Venture Agreement was a City User Agreement that established a framework for programming and service delivery accountabilities by the YMCA as the facility's operator. Over the ensuing eight years, several changes to the agreement have been made and these cumulative changes need to be formally recognized in an Amending Agreement.

Specifically the changes are as follows:

A.) Originally it was agreed that 50% of the spaces in Spectrum courses would be reserved for 'city users' (defined as London program clients who do not possess a YMCA membership) and 50% for YMCA members. There was flexibility should one organization not require the full 50% and the other had a waitlist. Based on registration patterns a new percentage of 65% YMCA and 35% City was agreed to in 2017 as meeting the programming and revenue goals of both organizations.

B.) Prior to opening, it was envisioned that this location would operate as a remote City registration site much like Citi Plaza or the Canada Games Aquatic Centre, but the complexities of processes, lack of customer adoption, and improvements to self-serve tools resulted in this never being the case. Further, the City compensated the YMCA for one full-time position, with this practice ceasing at the end of 2017. These funds are currently reallocated to complementing

staffing levels at high demand locations and where gaps otherwise exist at our six customer service sites throughout London.

C.) The City processes registrations and financial assistance applications for this location and collects revenue on the YMCA's behalf. Reconciliation was scheduled to be done every 30 days but this became onerous so both parties have agreed to once every six months.

D.) Removal of Schedule A which was an initial program plan and schedule for the new location based on projected membership and participation numbers that were much lower than what the YMCA currently has at this location. As such, this schedule is inaccurate and potentially misleading.

This proposed contract amendments build on Council's strategic priority:

Leading in Public Service – Adapting when necessary to deliver valued services efficiently.

FINANCIAL IMPACT

These changes result in \$34,000 being available to Parks and Recreation Customer Service in the current-year budget and going forward, to optimize part-time staff hours to fill in for vacations, sickness, or when volumes warrant additional staff.

CONCLUSION

It is important that our agreements accurately reflect current practice to prevent confusion or lack of clarity in the future. Reinvesting the \$34,000 in the current six registration sites will ensure a consistent customer experience.

SUBMITTED BY:	RECOMMENDED BY:
L. SCOTT OLDHAM MANAGER, BUSINESS SOLUTIONS AND CUSTOMER SERVICE	SCOTT STAFFORD MANAGING DIRECTOR, PARKS AND RECREATION
RECOMMENDED BY:	
LYNNE LIVINGSTONE MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	

APPENDIX A

Bill No.
2018

By-law No. A.-

A by-law to authorize and approve an Amending Agreement to the City User Agreement between The Corporation of the City of London and the YMCA of Western Ontario and to authorize the Mayor and the City Clerk to execute the Amending Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Amending Agreement to the City User Agreement, attached as Schedule A to this by-law, between The Corporation of the City of London and the YMCA of Western Ontario is hereby authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Amending Agreement noted in part 1, above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on July 24, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading – July 24, 2018
Second reading – July 24, 2018
Third reading – July 24, 2018

SCHEDULE A

AMENDING AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 24th day of July, 2018.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON (the "City")

-and-

YMCA OF WESTERN ONTARIO (the "YMCA")

WHEREAS the City and the YMCA entered into a joint venture agreement for the purpose of building and operating a multi-purpose community centre in the northeast area of London, (the "Facility");

AND WHEREAS as part of the Joint Venture the City and the YMCA entered into a City User Agreement to establish Programing Standards and to provide City Users with access to Programs delivered by the YMCA at the Facility;

AND WHEREAS the Parties have agreed to amend the City User Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements between the Parties, the Parties agree as follows:

1. The capitalized terms used in this Amending Agreement shall have the same meaning ascribed to them as in the City User Agreement.
2. The Parties agree to amend the City User Agreement as follows:
 - a) Paragraph 2.3 of the City User Agreement is hereby amended by changing the reference to "fifty percent (50%)" to read "thirty-five percent (35%)".
 - b) Paragraph 2.5 of the City User Agreement is hereby deleted in its entirety.
 - c) Paragraph 3.2 of the City User Agreement is hereby amended by changing the reference to "within thirty (30) days" to read "within six (6) months".
 - d) Schedule "A", together with all references to it in the City User Agreement are hereby deleted.
3. In all other respects, the Parties confirm the terms of the City User Agreement which, subject to the amendments contained herein remains in full force and effect and binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Name: Matt Brown, Mayor

Per: _____

Name: Catharine Saunders, City Clerk

YMCA OF WESTERN ONTARIO

Per: _____

Name: Andrew Lockie, Chief Executive Officer