

**CAMPBELL COUNTY PARKS AND RECREATION DEPARTMENT
&
CITY OF GILLETTE**

**MEMORANDUM OF UNDERSTANDING
CITY POOL OPERATIONS**

- I. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Campbell County Parks and Recreation Department, by and through the Campbell County Commissioners Board of Directors, (hereinafter referred to as DEPARTMENT) and the City of Gillette (hereinafter referred to as CITY). The DEPARTMENT and CITY may be referred to herein collectively as the PARTIES. The Parties do not waive sovereign immunity by entering into this agreement
- II. **Purpose:** The purpose of this MOU is to establish specific duties and responsibilities for the operation and maintenance of the City Pool by the DEPARTMENT for the CITY. Further agreements may be developed as deemed necessary, by either party, to identify additional specific responsibilities provided such further agreements are reduced to writing and approved by both PARTIES.
- III. **Term of MOU:** This MOU shall commence one week prior to Memorial Day, May 26, 2014 and continue through Labor Day, September 1, 2014.
- IV. **Responsibilities of the DEPARTMENT:** The scope of work includes:
- Hire and train all lifeguards working at the City Pool. These lifeguards will be employees of Campbell County and not the City and will be subject to all County employment rules, policies, procedures, and wage rates. Campbell County shall cover all lifeguards working at the City Pool under its coverage for Worker's Compensation.
 - Perform daily routine cleaning of pool, deck, locker rooms.
 - Perform backwash procedures and chemical usage needed for pool.
 - Perform basic operations of mechanical plant.
 - Maintain up to date daily water test results required by Wyoming Department of Health.
 - Schedule lifeguards: Memorial Day through Labor Day as needed.
 - Provide CITY documentation of Department wages and invoice monthly.
- V. **Responsibilities of the CITY:** The scope of work includes:
- Provide all costs associated with the performance of this agreement and the operation and maintenance of the City Pool including, but not limited to, lifeguard and supervisory staff wages.
 - Provide chemicals, cleaning, and maintenance materials for pool.
 - Provide start up costs prior to opening on Memorial Day weekend and provide closing maintenance costs after Labor Day.
 - Provide labor necessary for all other maintenance. Examples include: mowing, trimming shrubs, turf irrigation and repairs, maintaining flower pots, etc.
 - The City will continue to operate the concession stand at the swimming pool and shall be solely responsible for its staffing and terms of operation including the supplies and labor.

VI. **Ownership of Facility:** The CITY will maintain ownership of the pool and will continue to offer this amenity free of charge to all users.

VII. **Signatures:** In witness whereof, the parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they have read, understood, and agree to the terms and conditions set forth herein.

Passed, Approved, and Adopted this ____ day of ____, 2014

CAMPBELL COUNTY PARKS AND RECREATION, acting by and through the Campbell County Commissioners Board of Directors.

Tonja Cale, Chairman
Campbell County Parks & Recreation

(SEAL) ATTEST: _____
Dave Rearick, Secretary

Passed, Approved, and Adopted this ____ day of ____, 2014

CITY OF GILLETTE

John Opseth, Mayor

(SEAL) ATTEST: _____
Karlene Abelseth, City Clerk