

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9797

DATE 6-20-24

TITLE

**RESOLUTION AUTHORIZING A MEMORANDUM  
OF UNDERSTANDING  
BETWEEN THE CITY OF WILLIAMSPORT  
AND THE WILLIAMSPORT WAVES SWIM TEAM**

**BE IT HEREBY RESOLVED** by the City Council of the City of Williamsport that the Memorandum of Understanding attached hereto between the City of Williamsport and the Williamsport Waves Swim Team is hereby approved, and,

**BE IT FURTHER RESOLVED** that the Mayor and City Controller are hereby authorized to execute the attached Memorandum of Understanding, and the appropriate City officials are authorized to take such action necessary to carry out the intent of this Resolution.

Approved

James M. Frank  
City Clerk

[Signature]  
President

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WILLIAMSPORT AND THE  
WILLIAMSPORT WAVES SWIM TEAM**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Williamsport (the “City”), whose address is 100 West Third Street, Williamsport, PA, and the Williamsport WAVES Swim Team (“WAVES”), whose address is 201 Mulberry Street, Williamsport, PA. This MOU is made this 11<sup>th</sup> day of May, 2023, with the terms and conditions as follows.

**WHEREAS**, WAVES is a youth summer swim team that participates in the Greater Susquehanna Valley Aquatic League, competing against twelve (12) other swim teams in the region, and

**WHEREAS**, WAVES provides an outlet for local youth that promotes competitive swimming and good sportsmanship for girls and boys during the summer throughout the Greater Susquehanna Valley Aquatics League area swimming pools and clubs, and

**WHEREAS**, WAVES desires to continue to utilize Splash Cove Swimming Pool, at Memorial Park, as its “home” aquatics facility for their summer swim team season.

**NOW THEREFORE**, it is mutually agreed and understood between the parties as follows:

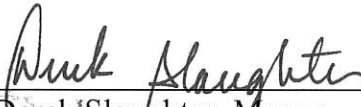
1. Prior to the 2023 swim team season, WAVES and the City’s Recreation Department agree to mutually determine a complete schedule for practices and scheduled swim meets, as well as, details on the portions of the aquatic facility being utilized.
2. If the Splash Cove facility is closed early due to inclement weather, WAVES swim team must notify Splash Cove Management of intent to practice at least two (2) hours prior to allow for adequate staffing arrangements to be made. All other early closures of the Splash Cove facility will forfeit WAVES usage of said facility for any practices or meets.
3. The City agrees to provide all certified lifeguards required to adequately staff all practices and swim meets held at Splash Cove.
4. WAVES agrees to provide all coaches and personnel required to adequately staff and run all practices and swim meets with the exception of lifeguards.

5. WAVES agrees to purchase and maintain all new specialty equipment when needed, such as: lane lines, kickboards, pull buoy's, concession stand table and pop-up tent required for swim team practices and swim meets. Equipment may be stored on-site at a mutually agreed upon location.
6. The City agrees to maintain the upkeep of the pool lap lane reel, blocks and backstroke flag poles.
7. WAVES is able to operate its own concessions inside the grounds of Splash Cove when hosting a home swim meet. WAVES is required to obtain all necessary permits and is responsible for any taxes or certifications related to its operations (Splash Cove concession will remain open during all meets).
8. The City agrees to provide insurance for the operations of Splash Cove and cover WAVES so long as said coverage is included in the coverage to operate Splash Cove. WAVES will provide liability insurance for all of their members with a minimum general liability coverage of \$1,000,000 and with the City named as an additional insured. Any additional cost for coverage of a Swim Team shall be the responsibility of WAVES.
9. WAVES agrees to have all swim team members purchase a Splash Cove pool membership from the City for use of Splash Cove facilities. There will be three (3) levels of pool membership available to members of the WAVES swim team, which are: season family pass, season student pass, and a swim team only membership. The swim team only membership is covered by the \$10 contribution to the City.
10. The membership fee to join the Williamsport WAVES swim team is \$55 per member. \$10 of every \$55 membership fee will go to the City.

**IN WITNESS THEREOF**, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

ATTEST:

By: **CITY OF WILLIAMSPORT**

  
\_\_\_\_\_  
Derek Slaughter, Mayor

  
\_\_\_\_\_  
Janice Frank, City Clerk

  
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Margaret Woodring, Controller

By: **Williamsport WAVES Swim Team**

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Alysha Sides Greevy