

**Memorandum of Understanding**  
**GISD Aquatic Center/YMCA of GWC Joint Facility**

This Memorandum of Understanding (MOU) is made between the Georgetown Independent School District (GISD) and the YMCA of Greater Williamson County (YMCA of GWC).

**RECITALS**

**WHEREAS**, the (GISD) has identified a need for a (GISD) aquatics center (Center) to serve its athletes and various student aquatic needs; and

**WHEREAS**, the (GISD) is planning to construct the (Center) on land owned by the (GISD) located at (location); and

**WHEREAS**, the (GISD) is intending on funding the design and construction of the (Center) which would include all site infrastructure, a natatorium (pool enclosure), pool tank(s), equipment pump rooms, spectator seating area, locker rooms, coaches area, lobby, parking, and potentially a fitness area; and

**WHEREAS**, the (GISD) will lease to the (YMCA of GWC) land to construct a YMCA facility in conjunction with and which will attach to the (GISD) aquatics center. The (YMCA of GWC) will fund the design and construction of the following components in its facility group exercise areas, socialization areas, gymnasium, and child watch areas. A fitness center will also be constructed in the YMCA facility. It is possible that the fitness center area will be funded by (GISD) or jointly between (GISD) and the (YMCA of GWC). It is fully intended that the parking areas, lobby, locker rooms, and aquatics center will be shared by both (GISD) and the (YMCA of GWC); and

**WHEREAS**, the (GISD) requests the (YMCA of GWC) to operate the (joint center) and it will be identified as the (GISD aquatic center/ Georgetown YMCA; and whereas, the (GISD) would enter into a long-term operating agreement with the (YMCA of GWC) to provide first right of aquatics areas usage and agreed access to the fitness center for (GISD) student-athletes; and

**WHEREAS**, the (YMCA of GWC) will be responsible for all operating costs of the joint facility because (GISD) has agreed to fund the cost of all aquatics areas (see above) and a fitness area (size approximately 9,000 sq. ft. to be determined); and

**WHEREAS**, the (YMCA of GWC) will be responsible for providing the (GISD) with design input so that the (joint facility) can be constructed together in an effective manner; and

**WHEREAS**, the (YMCA of GWC) will be responsible for developing the community use schedule for the (joint center); and

**WHEREAS**, the (YMCA of GWC) will be responsible for establishing the pricing structure for day use fees, annual use fees, and program fees for usage of the (joint center) and or programs associated with the (joint center), which include the (YMCA of GWC)'s financial assistance programs for individuals and families in the community who want and need the (YMCA of GWC)'s programs but cannot afford them; and

**WHEREAS**, the (YMCA of GWC) will provide (GISD) second-grade students (exact number annually to be determined) with a safe swim program at no cost; and

**WHEREAS**, the (GISD) and (YMCA of GWC) in order to facilitate the expeditious development of the (joint center), the parties desire to outline their respective duties and responsibility in this MOU; and

**WHEREAS**, the parties acknowledge the goals set forth in this MOU recognize that future agreements formalizing these goals must be drafted and approved by the respective boards, councils, and commissions representing the parties; and

**WHEREAS**, the parties recognize that the content of this MOU is not legally binding, but merely serve as an outline of duties and responsibilities to meet our joint goal.

**NOW, THEREFORE,** (GISD) and (YMCA of GWC) agree to work cooperatively and in good faith to develop the future agreements necessary to construct the (joint center) in the manner set forth herein.

**ARTICLE I  
DEVELOPMENT OF GENERAL SCOPE OF THE JOINT CENTER**

The (YMCA of GWC) will provide the (GISD) with the facility component requirements that relate to the (YMCA of GWC) and common use areas.

**ARTICLE II  
ISD RESPONSIBILITIES**

The (GISD) will develop a funding plan and implement the plan with the intent to successfully fund the construction of the Aquatics Center (see all components above) and potentially a fitness center.

**ARTICLE III  
YMCA DUTIES & RESPONSIBILITIES**

The (YMCA of GWC) will develop a funding plan and implement the plan with the intent to successfully underwrite equipping and operating the YMCA's portion of the (joint center) in a manner that the (GISD) is satisfied with.

**ARTICLE IV  
JOINT RESPONSIBILITY  
LEASE AGREEMENT**

The (YMCA of GWC) and the (GISD) will develop a lease agreement that allows the (YMCA of GWC) to operate programs in the (joint center). The (YMCA of GWC) will develop a list of activities and programs that the (YMCA of GWC) will offer at the (joint center). The goal will be to provide traditional recreation activities similar to those offered by the YMCAs throughout Williamson County and work cooperatively to accommodate (GISD) aquatic usage as a priority.

**ARTICLE V  
LEGAL EFFECT OF MOU**

This MOU is intended to provide an outline for the expeditious construction of a (joint center). It is not intended to legally bind the parties to any of the content of the items presented in the MOU. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by ISD Board of Directors and the YMCA of Greater Williamson County Board of Directors.

Executive and effective this 12 day of October 2018

**GEORGETOWN ISD**

By: 

(name)

**YMCA OF GREATER  
WILLIAMSON COUNTY**

By: 

Jeff Andresen, President/CEO