

Memorandum of Understanding between Brown County, the City of Early, and the YMCA of Abilene for the Operation of the Brown County Family YMCA

This is a Memorandum of Understanding (MOU) between Brown County (County) the City of Early (City) and the YMCA of Abilene (YMCA) for the operation of Brown County Family YMCA (BCFY) and is intended only to be a general guideline for the development of a long-term operating agreement for the management and ongoing operations of BCFY.

The City and YMCA have previously entered into an agreement to conduct a community needs assessment, and feasibility and market study for the potential construction and operation of the BCFY in a manner consistent with other YMCA operations in Central Texas. The study found that there was great support and need by the community for the BCFY to be constructed and operated for the benefit of the public, and the feasibility and market analysis showed that the market would support the operations of the BCFY. The BCFY would provide a high level of service to the Brown County Community and, thereby benefit a great number of people throughout the community.

For the purposes of this MOU, the term BCFY shall mean the proposed building design and site plan in its entirety as shown on Exhibit "A".

This MOU details certain deal points intended to outline the process, frame future negotiations and shall be the basis for the drafting of the final operating agreement. This MOU is non-binding and is intended only to be a guide for future good-faith negotiations.

Outline of the Agreement:

1. Development Construction

- a. The City will deed the necessary land to the County for the construction of the BCFY.
- b. The City will construct the necessary roads, water, and sewer utilities mainlines, and pay at its own expense to have the gas, electric, and fiber internet mains installed to the BCFY.
- c. The City will design and build or have built the subsidiary parking for the BCFY
- d. The County will call for a bond election of the voters of Brown County. If voter approval is received the County will issue bonds to fund the design, construct, equip, and furnish the completion of the BCFY.

February 5, 2024
(Exhibit #2)

- e. The County, City, and YMCA will work together during the design process to develop a design that meets the needs of the community and the operational needs of the YMCA.
- f. During construction the City will act as the point of contact for the General Contractor and onsite inspections.

2. Operating Agreement

- a. The County, City, and YMCA will execute an operating agreement for the BCFY.
- b. Term of the Agreement is a twenty-five (25) year operating agreement, beginning on or about the date of the issuance of the Certificate of Occupancy, with a review period after five years to evaluate the subsidy by the City.

3. Operating Cost

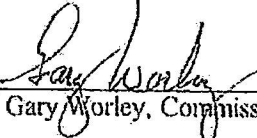
- a. The YMCA will pay for all the annual operating costs for the BCFY including maintenance and repairs. Year one estimated annual operating cost is at \$831,190.
 - i. YMCA will employ or contract all staff in the aquatics, fitness/wellness, senior programs, customer service, janitorial, executive, maintenance, clerical, and support staff for the BCFY.
 - ii. All personnel decisions are the decision of the YMCA, however key leadership hires will include consultation with the County Judge, City Mayor, and the City Administrator.
 - iii. YMCA will manage and fund all payroll, benefits, taxes, supervision, and key HR functions for the departments above.
 - iv. The YMCA will maintain all books and accounting records relative to the BCFY, and make them available to the City within a reasonable response time to request.
 - v. The County can appoint at least two (2) members of the YMCA Advisory Board of the BCFY.
 - vi. The City can appoint at least one (1) member of the YMCA Advisory Board of the BCFY.
- a. The County at its expense, shall (i) insure the building and fixtures with fire and extended property coverage insurance, and (ii) carry comprehensive commercial general liability insurance for all City Programs meeting limits of One Million Dollars (\$1,000,000) for each accident for the BCFY facility.
- b. The YMCA will maintain all other required insurances for the operation of the business of the YMCA in the BCFY.
- b. The City will waive the cost of the water, sewer, and sanitation utilities used by the BCFY.

- c. The YMCA shall have a minimum contract for preventive maintenance agreements for pull pump filters, pool heaters, gymnasium floor, HVAC, and elevator. All recurring preventive maintenance agreements shall be the sole responsibility of the YMCA.
 - d. The City shall be responsible for maintaining the parking lot, parking lot lighting, and landscaping immediately adjacent to the BCFY.
 - e. The County, City, and YMCA shall develop a long-term Capital Maintenance Plan to repair or replace fixed items included in the facility's original construction.
 - f. The YMCA will be responsible for repairs or replacement of fixed items up to the dollar amount of \$10,000 per repair or per fixed item replacement cost. All repairs and or replacement in excess of \$10,000 will be negotiated on a case by case basis.
 - g. The YMCA shall maintain, and replace as needed all the necessary furnishings and equipment for operations of their programs within the facility that are not permanent improvements to the facility, which may include but is not limited, to desk, chairs, office equipment, exercise or cardio equipment, pool accessories and tools necessary for operations of the facility.
 - h. The YMCA, County, and City shall negotiate in good faith for a membership program at a discounted rate for County and City Personnel.
 - i. All improvements to the facility must be approved by the County and the City
 - j. The BCFY will be co-branded with signage inside and out of the building with the YMCA, County and City. The YMCA CEO, County Judge, City Administrator and or their designee will have approval of the co-branding packages, and standards.
 - k. A review shall take place between April and June of the fifth year of operation to determine the level of subsidy provided by the City for years 6 through 10. In no case shall the subsidy increase greater than 20% of the total operation cost for the BCFY in year 5 of the operating agreement.
4. Community Access
- a. The YMCA shall make the BCFY available, at a minimum for community use for 72 hours per week
 - b. Six days a week with the exception of standard national holidays, two days for County usage, two days for City usage, and up to five days per year for routine maintenance and major cleaning. The YMCA reserves the right to cancel or close programs, services, and operations due to circumstances beyond its control.
 - c. The YMCA will provide late access to a portion of the wellness activity for members, with an additional late access membership fee.

- d. The community room will be available for County and City-sponsored events at no cost as scheduled with the YMCA
- e. YMCA shall have sole discretion over fee structure for all services provided.
- f. The YMCA shall have the right to enter into joint program agreements for certain portions of the BCFY with third-party organizations, not inconsistent with the operations of the facility as a recreation center.
- g. The YMCA shall, based on availability, allow rental of the facility by community organizations. The County and City shall each be entitled to two days use per year of the facility for County or City sponsored or related events, at no cost to the City.


Nothing herein is intended to be considered a contract or binding on either party and does not guarantee any future performance by any party.


Date: _____


 Gary Worley, Commissioner, Precinct No. 1

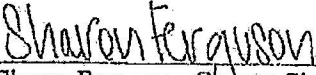

 Joel Kelton, Commissioner, Precinct No. 2

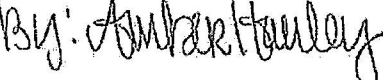

 Wayne Shaw, Commissioner, Precinct No. 3


 Larry Traycek, Commissioner, Precinct No. 4


 Shane Britton, County Judge

ATTEST:


 Sharon Ferguson, County Clerk

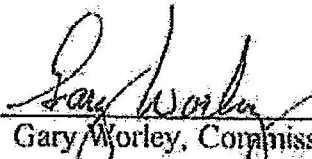
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Date: _____

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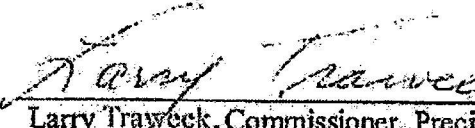
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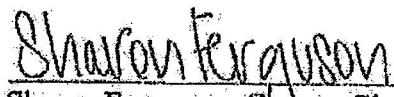

 Joel Kelton, Commissioner, Precinct

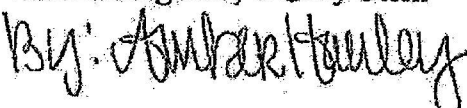

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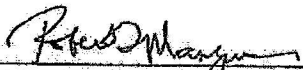
ATTEST:


 Sharon Ferguson, County Clerk

By: 

Date: _____

ATTEST:



Mayor Robert Mangrum, City of Early



Brenda Kilgo, City Secretary

Date: _____

Abilene YMCA

Abilene YMCA

Abilene YMCA

Abilene YMCA



Abilene YMCA

David Hendricks
CEO



Abilene YMCA

Brian LaCroix
CVO

2/23/24