

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
YMCA OF SAN DIEGO COUNTY

This MEMORANDUM OF UNDERSTANDING (“MOU”) is by and between SAN DIEGO UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the state of California (“District”) and the YMCA OF SAN DIEGO COUNTY, a California nonprofit public benefit corporation (“YMCA”) (collectively the “Parties”).

RECITALS

WHEREAS, the District has identified a significant need for swimming pool and other recreational facilities to serve District physical educational programs, District sports teams, and to provide additional community recreational uses; and

WHEREAS, the design, construction, operation and maintenance of pools requires significant ongoing funds as well as specialized experience; and

WHEREAS, the District desires to develop swimming pools and other facilities such as locker rooms, bathrooms, pool equipment/storage rooms, indoor fitness/exercise rooms, and outdoor showering areas at five or more sites located within the District’s geographical boundaries; and

WHEREAS, on May 29, 2014, the District issued a Request for Qualifications/Request for Proposals for the funding, design, construction, maintenance, and/or operation of swimming pool facilities; and

WHEREAS, YMCA has successfully operated recreational facilities, including pools, of a similar size, scale, and complexity or larger; and

WHEREAS, YMCA has demonstrated the business skills, knowledge, and experience necessary to supervise staff (including but not limited to certified lifeguards) and manage all operational requirements such as payroll and benefits management; accounts payable and receivable; cash management; and independent operator insurance; and

WHEREAS, the District determined that the proposal submitted by YMCA would result in the most benefit to the District.

NOW THEREFORE, the District and YMCA do hereby enter into this Memorandum of Understanding for the purpose of providing a framework for further delineation of the development and operation of pools and related facilities.

TERMS

1. The District desires to construct swimming pools that are designed to accommodate a variety of uses including competitive swimming, water polo, physical education classes and recreational use.
2. The number and location of swimming pools as well as the specific parameters for District use, public use, and YMCA use will be determined when funding is available for the specified site.
3. YMCA and District will negotiate site specific agreements that may be in the form of a license, lease, joint use and/or operation and maintenance agreement. Subsequent agreements shall provide for, at a minimum, the term of any agreement, use restrictions, hours of operation, maintenance and allocation of operational and maintenance expenses, access and security.
4. District desires to have sole and exclusive use during school hours on days that school is in session and priority use after school hours on days when school is in session. District will also seek to have reserved use on weekends, holidays, and during summer when school is not in session.
5. The District may have shared use with YMCA and the community. The District may provide for other use, including but not limited to Civic Center Act use, at the applicable fees and conditions determined by the District.
6. The District and YMCA intend to ensure that the highest level of safety and security is maintained in the pool, pool deck and in the ancillary facilities constructed.
7. The District and YMCA will strive to provide innovative quality programming and events to include instructional lessons, fitness programs, and competitions for District users and other participants.
8. Facilities developed should be designed to provide sufficient space to conduct programs consistent with the Physical Education Model Content for California Public Schools (K-12) (Aquatic Activities) adopted by the California State Board of Education in January 2005 which includes, but is not limited to, participation in swimming, development of motor and movement skills in aquatic activities, and water rescue.
9. The Parties will work cooperatively to ensure that they provide exceptional customer service and demonstrate a commitment to excellence to District users and other participants of various ages and skill levels.
10. The Parties will operate all pools and facilities in accordance with adopted rules and regulations.
11. Pool facilities will be maintained with appropriate filtration, sanitizing and chlorinating systems and will be repaired as necessary to keep the facilities open and operating within all appropriate safety parameters and required federal and state regulations.

12. The Parties will jointly develop a schedule of proposed uses, programs, hours of operations, and fees to users (such as swim lessons, private practice lane rentals, special competitions, etc.) that generates the maximum potential use of the pool and facilities, minimizes District funding and expenses, and sustains the operation of the facilities;
13. YMCA will cooperate with the District in developing and providing operational reports (e.g. financial, program utilization, equipment/pool safety checks, water quality tests, program attendance) as requested from time to time by the District and will ensure that its personnel are appropriately licensed and/or certified.
14. If YMCA personnel will interact with District students, YMCA will ensure that its personnel are screened in accordance with the District's adopted Volunteer Guidelines.
15. District has, or will have, funding available to build pools to serve students. YMCA is equipped with the knowledge and experience to operate the pools for the shared use of the District as well as the YMCA at facilities designed and operated for students and YMCA members (joint use facilities).
16. YMCA is further capable of assisting District with funding, design, construction, operation, and maintenance of joint use facilities, upon further discussions and negotiations.
17. The Parties shall reasonably cooperate with one another to achieve the objectives and purposes of this MOU. Such cooperation shall begin by visiting the sites identified in *Exhibit A* to evaluate the type of pool(s) and ancillary facilities that may be developed on the site (s) and identify any site constraints that could limit the scope of proposed uses. The Parties anticipate that the evaluation process will commence within ninety days of the date this MOU is fully executed.
18. The Parties understand and agree that this MOU is: (1) neither a contract, lease, or commitment, (2) not binding on either party and may be changed by either party at any time, creates no binding contractual obligations, and does not commit either party to a particular course of action, and (3) subject to termination at any time by either party at that party's sole discretion without notice and without any liability on the part of either party to the other party. All terms and issues set forth in this MOU are subject to further discussion or revision.

Dated: _____

YMCA OF SAN DIEGO COUNTY

By: _____

Title: _____

Dated: _____

SAN DIEGO UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Exhibit A

Priority Sites for pool partnerships with the YMCA

Development Group	School Cluster / Location
1	Lincoln / Jackie Robinson YMCA
1	Hoover / Copley Price YMCA
1	Patrick Henry
1	Point Loma
1	Clairemont / Madison
2	Mira Mesa
2	Scripps Ranch / Serra
2	San Diego
2	Crawford / Morse
2	Kearny

Note: San Diego Unified and the YMCA will develop a pool facility at Pacific Beach Middle School under a separate agreement. San Diego Unified plans to partner with the City to develop a pool in the University City Cluster, La Jolla High School has a pool on campus.