

# Attachment 1

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 24<sup>th</sup> day of October, 2023 (the Effective Date), by and among the City of Paso Robles (“City”), Paso Robles Public Schools (“School District”) and the San Luis Obispo County YMCA Branch-Channel Islands YMCA Association (“YMCA”) (individually City, School District and YMCA are referred to as a “Party” and collectively as the “Parties”) with reference to the following facts:

### Recitals

WHEREAS, the City has a population of more than 32,000 residents, many of whom rely on City services for recreational opportunities; and

WHEREAS, the City has a long history of providing recreational and social opportunities to its residents; and

WHEREAS, the School District owns certain real property commonly known as 504 28<sup>th</sup> Street in Paso Robles, California, more particularly described on the attached Exhibit A (the “Property”), which is improved with a swimming pool and associated recreational facilities; and

WHEREAS, the City operates a public swimming pool and related programs on the Property; and

WHEREAS, the City has identified the Property as an underdeveloped property, which could be appropriate for the improvement of the existing recreational facilities and development of additional recreational facilities; and

WHEREAS, the City Recognizes that the YMCA is a nonprofit agency experienced in providing programs in healthy living, youth development and social responsibility to local communities, with experience and expertise developing and operating swimming pool facilities and programs; and

WHEREAS, the YMCA is interested in improving the Property’s existing recreational facilities, developing additional recreational facilities, and operating such recreational facilities in order to provide its programs to the residents of the City; and

WHEREAS, the City, School District and the YMCA have all participated in public/nonprofit partnerships in the past and believe such a partnership would be successful in this instance; and

WHEREAS, the City, School District and the YMCA are interested in pursuing the improvement of existing facilities on the Property, and the potential development of additional facilities on the Property, subject to the following terms and conditions.

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NOW, THEREFORE, in consideration of the foregoing recitals, the City, School District and YMCA enter into this MOU and agree to work cooperatively and in good faith to pursue the potential development on the Property as set forth herein.

1. As of the Effective Date the City, School District and the YMCA will work together to refine and clarify the conceptual viability of the Property for the purpose of developing a community recreational facility with the intent of operation by the YMCA.
2. The YMCA will proceed diligently with marketing studies, facility space allocations, and fundraising studies to determine the viability of the identified site. Through this process, the YMCA will gauge under what conditions a YMCA is sustainable at this location. In addition, the YMCA will, at its sole cost and expense, develop a preliminary proposal describing the facility needs, space utilization and potential programs to be offered.
3. The City will provide the YMCA with an estimate of permit fees including Permitting, Plan Review and Inspection Fees, Development Impact Fees, Water and Sewer Connection Fees, and School Fees in order to assist in feasibility studies.
4. Prior to entering into a development agreement for the Property, the City, School District and YMCA will reach a mutually agreeable decision regarding the condition of the title of the property and developed assets at the commencement of construction, including any encumbrances or reversionary interests in the event the YMCA is unable to complete the development.
5. The YMCA and the City will work cooperatively to determine:
  - a. The most appropriate means of complying with any conditions imposed by the City (including but not limited to zoning compliance, building code issues, parking requirements, and other planning restrictions or conditions).
  - b. To define the terms under which the Property development may occur, and to estimate the time needed for any required planning or design review approvals (for example, determining whether a rezoning, conditional use permit or other special use permit is required, identifying the level of design review required, etc.).
6. The YMCA reserves the right, at its own cost, to conduct appraisals, phase one environmental studies, preliminary title investigations, and any other due diligence the YMCA feels is necessary before entering into a development agreement.
7. The City, School District and YMCA agree that, once the above described details regarding the timing and nature of the development are understood, the parties will negotiate a mutually acceptable development agreement detailing the specifics of the project and binding the parties to the transaction. Notwithstanding the foregoing, this MOU does not commit any Party to entering into a development agreement. YMCA acknowledges and agrees that the City and School Board must each exercise their independent legislative


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authority in making any and all findings and determinations required of them by law concerning the approval of any development agreement and that the City must exercise its independent legislative authority in making any and all findings and determinations required of it by law concerning the approval of any land use entitlements, environmental review, or other discretionary approvals required for the development. As such, the City Council and the School Board retain their sole and unfettered discretion as to any action including entering into a development agreement, zoning or other discretionary action. Additionally, all Parties agree and acknowledge that any development contemplated by this MOU will need to meet the requirements of the California Environmental Quality Act prior to the approval of a discretionary act in furtherance of a defined development project.

8. If the Parties have not entered into a development agreement by 18 months this MOU shall be null and void and of no further force and effect. Should the MOU expire without the Parties entering into a development agreement, the parties agree that each Party shall be responsible for their own costs incurred up to the time of expiration of this MOU, and that the Parties shall have no further obligations or liabilities to one another after that point.

IN WITNESS WHEREOF, the parties executed this MOU on the date first written above.

## CITY OF PASO ROBLES

  
\_\_\_\_\_  
Ty Lewis (Nov 21, 2023 20:03 PST)

Ty Lewis  
City Manager,  
City of Paso de Robles

## PASO ROBLES PUBLIC SCHOOLS

  
\_\_\_\_\_  
BRAD PAWLOWSKI  
ASSISTANT SUPERINTENDENT,  
BUSINEESS SERIVCES

APPROVED AS TO CONTENT

\_\_\_\_\_

## SAN LUIS OBISPO COUNTY YMCA- CHANNEL ISLANDS YMCA

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Margo Byrne, President & CEO





## MOU with the San Luis Obispo County YMCA and the Paso Robles Unified School District for Future Facilities Development

Final Audit Report

2023-11-22

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