

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**COOPERATIVE FACILITY USE
OF COUNTY SHOWBARN
AT SAN GABRIEL PARK
(425 MORROW ST., GEORGETOWN, TX)
BETWEEN THE
WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER
AND WILLIAMSON COUNTY
(MEMORANDUM OF UNDERSTANDING)**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) entered into by and between the Williamson County Regional Animal Shelter (“Shelter”) and Williamson County, Texas (“County”), and collectively referred to hereinafter as “The Parties.”

RECITALS

WHEREAS, the Shelter requests temporary use of the Williamson County Showbarn (“Showbarn”) located at San Gabriel Park, 425 Morrow St., Georgetown, TX to house dogs while the Shelter’s primary animal shelter facility is being renovated;

WHEREAS, the Shelter is aware of the City of Georgetown events that occur in the park that may compete with temporary Shelter activities, available parking, and customer access, including but not limited to: general city park activities, soccer, baseball, rodeo, 4th of July celebration, and upcoming city construction; and

WHEREAS, such cooperation for sharing the Showbarn is considered to be in the public interest and fosters efficiencies and cost savings for the benefit of all citizens;

NOW, THEREFORE, The Parties understand as follows:

PART 1 - EFFECTIVE DATE: This MOU goes into effect when it has been signed by each party’s respective designated representative.

PART 2 –DURATION OF MOU: The term contemplated by this MOU shall be 12 months from effective date, or when terminated pursuant to Part 8 below, or until the parties mutually decide to terminate.

PART 3 – UTILITIES: The Shelter will pay all related utilities during this interim use period.

PART 4 – MODIFICATIONS: The Shelter may modify Showbarn interior on a temporary basis (*i.e.*, adding concrete) with the understanding that all modifications will be inside the Showbarn, thereby not adversely affecting any impervious cover already considered.

PART 5 – SIGNAGE: The temporary Shelter banners and signs will be governed by applicable City of Georgetown Ordinances.

PART 6 – NOTIFICATION TO THIRD-PARTIES: It is The Parties' understanding that the City of Georgetown Parks and Recreation Department, will advise the baseball group, and any others who may be affected by this temporary arrangement.

PART 7 – NOTIFICATION TO PUBLIC AT LARGE: The Williamson County Public Affairs Office will coordinate with the City of Georgetown to ensure public advisement/understanding about the temporary nature of the service.

PART 8 – TERMINATION: Any party may terminate this arrangement upon thirty (30) days written notice to the other party, but subject to payment of any reasonable financial obligations assumed under this MOU by any terminating party.

PART 9 – LEGAL COMPLIANCE: Shelter understands that it is the party responsible with compliance for any laws and regulations (to include potential City of Georgetown Temporary Certificate of Occupancy) relevant to animal shelter operations, including but not limited to obligations pertaining to structural and design requirements, employee requirements, or obtaining any necessary relevant waivers from the Texas Department of Health and Human Services for the temporary shelter facility contemplated herein.

PART 10 – GOOD FAITH: The Parties agree to negotiate and act in good faith in the performance of this arrangement.

IN WITNESS WHEREOF, SHELTER AND COUNTY have caused this Memorandum of Understanding to be duly executed this the ____ day of December, 2017.

FOR SHELTER:

FOR WILLIAMSON COUNTY:

BY: *Cheryl Schneider*
DIRECTOR

BY: _____
COUNTY JUDGE