

MEMORANDUM OF AGREEMENT
between the
City of Killeen and Killeen Independent School District
for Shared Facilities Usage

STATE OF TEXAS,
COUNTY OF BELL

This Memorandum of Agreement (MOA) is entered into between the City of Killeen, a municipal corporation of the State of Texas, herein called the "City" and the Killeen Independent School District, a public school district of the State of Texas, herein called the "District" collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the governing bodies of the City of Killeen and the Killeen Independent School District desire to share certain facilities with each other for the betterment of the community; and

WHEREAS, the City and the District previously entered into a similar Shared Usage Facility MOA which terminated on December 31, 2024; and

WHEREAS, the City and the District seek to re-affirm their long standing sharing of facility arrangements by entering into another MOA and defining the new terms and conditions of the shared facilities; and

WHEREAS, the City and the District have determined that in the best interest of taxpayer funds and overall efficiency of service delivery for the community to enter into a Shared Usage Facilities agreement.

NOW THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE UNDERSTOOD, ACCEPTED AND AGREED UPON BY THE PARTIES:

SECTION I

1.0. Entities Defined and Authority

- 1.1. This MOA is applicable only to the legal governmental entities stated above, and does not apply to, or include, any other organizations associated with, but not legally a part of either the City or the District.
- 1.2. Further, the Parties understand and agree that the District's Point of Contact, as designated herein this MOA, shall be the only District representative requesting use of City facilities for waiver of fees hereunder this MOA and likewise, the City representatives, as designated herein this MOA, shall be the only City representative with authority to approve any request by the District for the use of the City facilities hereunder this MOA.

SECTION II

2.0. Term and Termination

- 2.1. The Parties agree that this MOA is effective on January 1, 2025, (the “Effective Date”) and shall remain in effect until May 31, 2026, (the “Termination Date”) unless either Party decides to terminate this MOA prior to the Termination Date pursuant to the terms herein.
- 2.2. Either Party may terminate this MOA by giving the other Party thirty (30) days written notice to the address as provided herein below:

City of Killeen
ATTN: Assistant City Manager
P.O. Box 1329
Killeen, Texas 76540

Killeen Independent School District
ATTN: Superintendent of Schools
200 N. WS Young Dr.
Killeen, Texas 76543

SECTION III

3.0. District-owned Facilities available to the City

- 3.1. Unless specifically stated herein, the District-owned facilities **are not** available to the City free of charge, except as provided otherwise herein under this MOA, which include the following:

- 3.1.a. Up to four (4) middle school gymnasiums; located at campuses within the City of Killeen.
- 3.1.b. All open field areas, to include fields designated as athletic fields on District campuses located within the City of Killeen. **Leo Buckley Stadium and Joseph S. Searles Stadium are not permitted to be used without a fee.**

3.2. District-owned Gymnasiums available to the City

- 3.2.a. The Parties agree and understand that scheduling for all District-owned facilities available hereunder this MOA are subject to standard District policy and procedures, and availability as coordinated through the office of District and Community Relations; however, to ensure the success of this mutual beneficially Shared Usage MOA between the Parties hereunder, the District will make its best efforts to provide a gymnasium for two (2) hours at least one (1) day during the week, defined as Monday through Friday, and at least four (4) to six (6) hours at least one (1) day during the weekend, defined as either Saturday or Sunday, for the entire term of this MOA during the City’s Basketball and Volleyball seasons, which typically run from September through March of any given Calendar year, but subject to change.
- 3.3. The Parties agree that, if available, and if the City provides adequate notice to the District, the City can make priority choice(s) for the usage of certain middle school(s) based on the proximity between the middle school(s) and the Killeen

Recreational and Community Centers where the activity for the intended usage will take place. Additionally, the City will review various data to determine the City's priority middle school choices, such as the correlation between the greatest percentage of student athletes signed up to play on the City's basketball and volleyball leagues and those athletes' enrollment in those priority middle school(s).

- 3.4. Notwithstanding anything herein to the contrary, the Parties agree that the City, if required by the District, will pay the cost of a KISD Supervisor and for any additional required District staff that is necessary for the City's use of the District's facilities at a rate not to exceed the then-current rate of the additional staff requested or required. The District will send an invoice to the City within fourteen (14) days of the City's usage of the District facilities. The District shall send all the invoices here under this section to the following address:

Family Recreation Center
ATTN: Accounting Specialist
1700 E Stan Schlueter Loop
Killeen, Texas 76542

SECTION IV

4.0. City-owned Facilities available to the District

- 4.1. Unless specifically stated herein, the City-owned facilities that are available to the District with fees waived, except as provided otherwise herein this MOA, include:
- 4.1.a. Youth baseball and softball fields, and the adult softball field located at the Lions Club Park, Davis Fields, and the Killeen Athletic Complex, respectively.
- 4.1.b. Long Branch Park.
- 4.1.c. Basketball Courts at Family Recreation Center and the Rosa Hereford Community Center.
- 4.1.d. Killeen Civic and Conference Center ("KCCC")
- 4.2. Notwithstanding anything herein to the contrary, the Parties understand and agree that the District, if required by the City, will pay the cost for any additional required City staff that is necessary for the District's use of any of the City's facilities at a rate not to exceed the then-current rate of the additional staff requested or required. Except as otherwise provided herein, the City will send an invoice to the District within fourteen (14) days of the District's usage of the City's facilities. The City shall send all the invoices hereunder this section to the following address:

Killeen Independent School District
ATTN: Accounts Payable
P.O. Box 967

Killeen, TX 76540

Email a copy of the invoice to: accounts.payable@killeenisd.org

- 4.3. Notwithstanding anything herein to the contrary, the District agrees and understands that scheduling for any City facility is subject to standard policy and availability for that specific facility and as coordinated and approved by the facility executive director, or designee.
- 4.4. The District understands and agrees that it shall abide by all booking and scheduling policies and procedures when requesting usage of the KCCC here under this MOA. Additionally, the District agrees that it shall provide the City with a minimum, thirty (30) business days written notice, when requesting the use of the KCCC, or any other facility available here under this MOA. The District understands and agrees that the District's failure to provide such adequate notice could result in the City's denial of the use of the facility.
- 4.5. ***Other Applicable Charges for the District's use of the Killeen Civic and Conference Center ("KCCC")***
 - 4.5.a. The District understands and agrees that all fees, including any additional fees below, if required in connection with the District use of KCCC, shall be paid at least fourteen (14) days prior to any event at the KCCC. Failure to make timely payment may result in the cancellation of the event.
- 4.6. The District agrees and understands that the charges which the City has agreed to waive hereunder this MOA only include the use of the rental space, which includes basic set-up/tear down and one (1) event coordinator. However, it does not include any of the fees listed below if requested by the District or required by the City in conjunction with the rental space. Additionally, all fees, including any of the below fees, if required in connection with the event, shall be paid at least fourteen (14) days prior to any event at the KCCC.
 - 4.6.a. Rental Equipment
 - 4.6.b. Catering Fee
 - 4.6.c. Mixed-beverage Services
 - 4.6.d. Scissor lift Services
 - 4.6.e. Additional Event Coordinator(s)
- 4.7. Additionally, the parties understand and agree that the City shall charge the District, in connection with each District event at the Killeen Civic and Conference Center requested and approved here under this MOA, for all trash clean-up and/or additional maintenance and repairs beyond normal wear and tear.
- 4.8. The District understands and agrees that if the District requests the use of the KCCC in compliance with this MOA, and the District requests other services not waived hereunder this MOA, the District will be responsible for paying all fees in compliance with the regular KCCC policies and procedures.
- 4.9. ***Ten Thousand Dollar (\$10,000.00) Maximum Fee Waiver Limit for the District's Usage of Killeen Civic and Convention Center***

- 4.9.a. The Parties agree that the maximum fees that the City has agreed to waive hereunder this MOA, in connection with the District's use of the Killeen Civic and Convention Center, is capped at ten thousand dollars (\$10,000) per calendar year through the term of this MOA. If the District does not reach its ten thousand dollars (\$10,000) maximum fee waiver cap in any given calendar year, there shall be no roll over of any unused waived fees for any other calendar year. The District agrees and understands that should the Districts waived fees surpass ten thousand dollars (\$10,000) for any calendar year, then the District shall be responsible for paying all fees thereafter in compliance with the regular KCCC policies and procedures.

SECTION V

5.0. Additional Usage

- 5.1. If either the City or the District requests the expansion of the use of additional facilities not described herein above, Sections III or IV of this MOA, those requested additional facilities may be made available by either the City or the District, whichever is applicable, based on mutual agreement and availability of the facility. Notwithstanding anything to the contrary, neither the City nor the District is under any obligation to consent to the use of any additional facilities not covered herein this MOA.

SECTION VI

6.0. Maintenance Of Facilities

- 6.1. Normal maintenance of facilities, including normal repairs, normal upkeep, and normal custodial services shall be the responsibility of the entity that owns the facility. However, the Parties understand and agree that, when using the other Party's facilities, each Party shall leave the other Party's facility in the same condition as it was when the use of the facility began.
- 6.2. Notwithstanding anything herein to the contrary, the Parties understand and agree that each Party shall be responsible for reporting any damage to the other Party's facilities caused by said Party, its employees, agents, and invitees immediately, or as soon as discovered. The Party that owns such damaged facility shall make all necessary repairs and/or replacements, whichever is cheaper and with the same or similar quality. Nevertheless, the Party who caused the damage shall immediately, upon receiving an invoice from the other Party, reimburse said Party for all expenses paid for the repairing and replacing of such damage.

SECTION VII

7.0. Events and Activities Hosted by One Party in the Other Party-owned Facility

- 7.1. For all events and /or activities in which the District is using City-owned facilities under the provisions of this MOA, such events and/or activities shall be

considered District-sponsored events and/or activities. Further any of these events and/or activities shall be an integral part of the District's instructional program, and thus these events and/or activities and the participant thereof, shall be under the supervision and follow the rules, policies and procedures set by District-designated personnel.

- 7.2. For all events and/or activities in which the City is using District-owned facilities under the provisions of this MOA, such events and/or activities shall be considered City-sponsored events and/or activities. Further these events and/or activities shall be under the supervision and follow the rules, policies and procedures set by City-designated personnel.

SECTION VIII

8.0. Responsibility And Liability

- 8.1. The Parties both acknowledge, understand, and agree that when either Party is using the other Party's facilities hereunder this MOA, each Party shall abide by the other Party's rules and regulations while on the other Party's property. Each Party acknowledges, understands, agrees that each Party shall be responsible for any property damage and for any and all claims, as allowed by the Texas Tort Claims Act, which may arise from such usage of the other Party's facility.
- 8.2. The Parties agree to monitor updates from the Centers of Disease Control and Prevention ("CDC") and the Texas Department of Health & Human Services for health advisories and recommended best practices to maximize safety of all participants and staff. Additionally, the Parties agree to follow all CDC guidance on mitigating the spread of all infectious diseases, outbreaks, and/or other health crises, to include: social distancing, mask wearing; and maintaining clean facilities.

SECTION IX

9.0. Points Of Contact

- 9.1. Unless otherwise agreed to in writing, the Points of Contact for the Parties bound here under this MOA for the implementation and scheduling for use of facilities under the provisions of this MOA shall be as follows below:

For District-owned Facilities:

Director of District and Community Relations
P.O. Box 967
Killeen, Texas 76540
angenet.wilkerson@killeenisd.org; 254-336-1707

For Parks & Recreation Facilities:

Executive Director of Parks and Recreation
P.O. Box 1329
Killeen, Texas 76502

For Killeen Civic and Convention Center:

Director of Killeen Civic and Convention Center
P.O. Box 1329
Killeen, Texas 76540

- 9.2. The Parties acknowledge, affirm, and agree that the Points of Contact listed herein this section are the only persons authorized under this MOA to request a waiver for fees for the usage of the facilities and the only authorized persons to request scheduling for any of the Party's respective events and/or activities if such events and/or activities will be scheduled under the provisions of this MOA. The Parties acknowledge and agree that should either Party's staff be contacted by someone other than the Points of Contact listed hereunder, attempting to request scheduling and/or waiver of fees agreed to hereunder this MOU, neither Party shall be obligated to waive any such fees and that person or entity requesting services from either Party shall be treated as and liable for any and all fees like any other customer requesting those services from that Party.
- 9.3. The Parties acknowledged and agree that all requests for facility usage must be submitted to the above Point of Contact in writing, either to the designated email, as provided after execution of this MOU, or via US Postal Service, return receipt requested, to the above mailing address listed. The Parties agree that it shall be the Point of Contact's responsibility to coordinate the usage of its own facility with their internal staff and the requesting Party and to issue such written approval or denial to such requests as provided herein this MOA.

SECTION X

10.0. Administrative Procedures and Scheduling

- 10.1. Without unreasonably withholding of such, and without withholding in a manner that defeats the purpose of this mutually beneficial MOA, the Parties affirm and agree that District events and/or activities shall have scheduling precedence in usage of District-owned Facilities and likewise City events and/or activities shall have scheduling precedence in usage of City-Owned Facilities. Nevertheless, the Parties agree and acknowledge that the purpose of this MOU requires a mutual beneficial effort between the Parties, and therefore, each Party will make its best effort to work with its staff to approve the usage of those requested facilities.
- 10.2. The Parties agree that the requesting Party's Point of Contact shall submit a written request to the other Party's Point of Contact at least thirty (30) days in advance of the event and/or activity date. Each Party shall be responsible for collaborating with their own personnel to determine if the requested facility is, or can be made available, and to develop a schedule which both Parties herein can agree.
- 10.3. The Party whose facility is being requested shall provide written notice of the acceptance or denial of such facilities usage request within ten (10) business days from the date of receipt of the written request for facilities usage.

SECTION XI

11.0. Reporting and Audit Responsibilities

11.1. To ensure the terms for this MOA are calculated in concordance between the Parties, the Parties agree that no later than December 1st of each calendar year this MOA is in effect, each Party shall provide to the other Party a reporting document which shall include the following information:

11.1.a. All requests for the use of a specified facility under the terms of this MOA; and

11.1.b. Whether each such request was granted or denied and reason(s) the facility owner provided for such grant or denial; and

11.1.c. The total amount of fees waived hereunder this MOA.

This Memorandum of Agreement is hereby approved and both representatives who have signed hereunder acknowledge and represent that they each have the authority to sign and bind the City and the District, as authorized by their respective governing bodies.

CITY OF KILLEEN

KILLEEN INDEPENDENT SCHOOL DISTRICT

Laurie Wilson
Assistant City Manager

Dr. Jo Ann Fey
Superintendent of Schools

Date

ATTEST:

ATTEST:

Laura Calcote
City Secretary

Angenet Wilkerson
Director of District & Community Relations

Date