

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

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.”

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

WHEREAS, the City and the District seek to re-affirm their long standing sharing of facility arrangements by formulating a written agreement defining the terms and conditions of 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 and agreement for sharing facilities is desired.

NOW THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE AGREED:

SECTION I
ENTITIES DEFINED

This MOA is applicable only to the legal government entities stated above, and does not apply to organizations associated with, but not legally a part of, each entity.

SECTION II
DISTRICT FACILITIES AVAILABLE TO THE CITY

Unless specifically stated, the facilities owned by the District that are available to the City free of charge, with the exception of required personnel, and are covered under this Agreement include the following facilities for the requested dates and hours:

- 1) Up to four (4) middle school and three (3) high school gymnasiums located at campuses within the City of Killeen. Scheduling subject to standard District policy and availability as coordinated with the Executive Director of Athletics.
- 2) All open field areas, to include fields designated as athletic fields located at KISD campuses within the City of Killeen. Scheduling subject to standard District policy and availability as coordinated with the Executive Director of Athletics.

SECTION III
CITY FACILITIES AVAILABLE TO THE DISTRICT

Unless specifically stated, the facilities owned by the City that are available to the District free of charge, with the exception of required personnel, and are covered under this Agreement include the following facilities for the indicated dates and hours:

- 1) Baseball and Softball fields year-round use. Scheduling subject to standard City policy and availability. Adult softball field year-round use. Scheduling subject to standard City policy and availability.
- 2) Long Branch Park year-round. Scheduling subject to standard City policy and availability.
- 3) Basketball Courts at Family Recreation Center/Tommie Harris Fitness Center and Killeen Community Center. Scheduling subject to the standard City policy and availability.
- 4) Killeen Civic and Conference Center. Scheduling subject to the standard City policy and availability.

SECTION IV
ADDITIONAL USAGE

If either the City or the District requests the expansion of the use of additional facilities not described in Sections II or III of this MOA, facilities may be made available based on mutual agreement, and availability of the facility.

SECTION V
MAINTENANCE OF FACILITIES

Maintenance of facilities, to include repairs, upkeep, and custodial services shall be the responsibility of the entity, which owns the facility. When using the other entity's facility, however, each entity shall agree to leave it in the same condition, as it was when the activity began, and shall endeavor to keep the facility as clean as possible.

SECTION VI
SUPERVISION

In cases where the District is using City facilities under the provisions of this MOA, such activities shall be considered as District sponsored, be an integral part of the District's instructional program, and shall be under the supervision of District personnel designated by the District. The District agrees to contract City personnel to serve as the Facility Supervisor for all uses at requested gymnasiums, or facility, and personnel fees may be applied.

In cases where the City is using District facilities under the provisions of this MOA, such activities shall be considered as City sponsored, be an integral part of the City's program, and shall be under the supervision of City personnel designated by the city. The City agrees to contract District personnel to serve as the Facility Supervisor for all uses at requested gymnasiums, or facilities, and personnel fees may be applied.

SECTION VII
RESPONSIBILITY AND LIABILITY

In cases where the District uses City facilities under the provisions of the MOA, the District agrees to abide by all City rules and regulations while on City property. The District also agrees to be responsible for any property damage, which may arise from such usage.

In cases where the City uses District facilities under the provisions of the MOA, the City agrees to abide by all District rules and regulations while on District property. In addition, the City also agrees to be responsible for any and all claims, which may arise from the usage and which may arise from the event. The City also agrees to be responsible for any property damage, which may arise from such usage.

The parties will Monitor updates from the Centers of Disease Control and Prevention and the Texas Department of Health & Human Services for health advisories and recommended best practices to maximize safety of all participants and staff; moreover, the parties will follow all CDC guidance on mitigating the spread of COVID-19, to include: social distancing, mask wearing; and guidance on maintaining clean community areas.

SECTION VIII
POINT OF CONTACT

Unless otherwise stated, the point of contact for the District for implementing and scheduling usage under the provisions of this MOA shall be the Assistant Director of Recreation Services or his/her designee. All requests to use District facilities from the City must be submitted by the City point of contact in writing (fax, email, etc.), and it shall be his/her responsibility to coordinate the usage with District personnel and issue written approval to such requests. All District requests to use City facilities must originate with the Assistant Director of Recreation Services or his/her designee and be in writing.

Unless otherwise stated, the point of contact for the City for implementing and scheduling usage under the provisions of this MOA shall be the Director of Student District Community Relations. All requests to use City facilities from the District must be in writing (fax, email, etc.), and it shall be his/her responsibility to coordinate the usage with City personnel, and issue written approval to such requests. All City requests to use District facilities must originate with the Director of Student District Community Relations and be in writing.

SECTION IX
ADMINISTRATIVE PROCEDURES AND SCHEDULING

District activities have precedence in usage of district facilities. In order for the City to use District facilities, the City's point of contact shall submit a written request to the District's point of contact at least thirty (30) days in advance of the event date. It shall be the District point of contact's responsibility to work with other District personnel to determine if the facility is available, and to work out the scheduling. Once this has been done, the District

point of contact shall inform the City in writing within seven (7) days on the status of the request and the determination made and shall file copies with appropriate District personnel. The District point of contact shall be responsible for monitoring City usage of District facilities in respect to the provisions of this MOA.

City activities have precedence in usage of City facilities. In order for the District to use City facilities, the District’s point of contact shall submit a written request to the City’s point of contact at least thirty (30) days in advance of the event date. It shall be the City point of contact’s responsibility to work with other City personnel to determine if the facility is available, and to work out the scheduling. Once this has been done, the City point of contact shall inform the District in writing within seven (7) days on the status of the request and the determination made and shall file copies with appropriate City personnel. The City point of contact shall be responsible for monitoring District usage of City facilities in respect to the provisions of this MOA.

SECTION X
TERMS OF AGREEMENT

This MOA takes effect on the latter date after both parties have signed and is effective through December 31, 2024.

Either party may terminate this MOA upon thirty (30) days written notice to the other at the following addresses:

City of Killeen
Attn: City Manager
101 N College Street
Killeen, TX 76541

KISD Central Office
Attn: School Superintendent
200 N. WS Young Dr.
Killeen, TX. 76543

Either party may request re-negotiation of the MOA with 30 days’ notice.

This MOA is hereby approved and executed in duplicate originals on the latter date after both representatives of the City and the District have signed, as authorized by their governing bodies.

Kent Cagle
City Manager

John M. Craft, Ed.D.
Superintendent

Date _____

Date _____

ATTEST:

ATTEST:

Lucy Aldrich
City Secretary

Angenet Wilkerson
Director Community Relations