

## MEMORANDUM OF INTENT

This Memorandum of Intent (“MOI”) is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (the “City”) and Rehab Warriors, PBC, a Texas Public Benefit Corporation (the “Company”).

### RECITALS

**WHEREAS**, the Company intends to expand its operations into the City of Killeen;

**WHEREAS**, the Company intends to provide a Department of Labor Approved Apprenticeship training to the citizens of the City; and

**WHEREAS**, the City has determined that establishing a program to bring the Company to the City in accordance with this Memorandum and have the Company perform future contracted services will further the objectives of the City, benefit the City and the City’s inhabitants, and promote economic development and stimulate business and commercial activity in the City;

**NOW THEREFORE**, the City and the Company agree as follows:

**Section 1. Purpose.** The purpose of this MOI is to serve as the basis to proceed to a formal agreement if approved in the future by the City of Killeen and to establish the scope of the project and general responsibilities of each of the parties as it relates to the Program.

**Section 2. General Scope of the Program.** The Rehab Warriors Program will train and support selected veterans in capacity building, rehabilitation, conservation, and rehabilitation and produce a cross-functional asset for the City’s workforce development. The Company and the City will work together to develop a targeted revitalization strategy in line with the City’s Comprehensive Plan that will increase the City’s housing supply and build capacity for local property developers to make incremental improvements in the targeted revitalization area.

**Section 3. Development and Financing of the Project.** The City intends to provide funding for training and workforce development for a cohort of 10 veterans in the amount of \$300,000. The Company will provide ten (10) Certified Rehab Warriors, a Program Manager, post-certification support operations, Certified Development Company (CDC) technical assistance and support, Community Development Financial Institution (CDFI) opportunity, City integration with workforce development, and Rebuild the Fort advisory support.

**Section 4. Timeline.**

- a. Upon execution of the MOI, the Company will begin actively recruiting for the Spring, Track B Class to be held May 1- June 10, 2023.
  - a. Registration will begin on March 1, 2023.
  - b. An Agreement will be presented to City Council for discussion and action on April 18 and April 25, 2023.

- c. These dates are subject to change.
- b. The Project is expected to be completed in three (3) Phases.
  - a. Phase 1- Workforce Training. Rehab Warriors shall recruit veterans within the City limits and perform a 6-week Workforce Development training in capacity building, rehabilitation, conservation, and redevelopment.
  - b. Phase 2- Community Deployment. Certified Rehab Warriors shall redeploy to operate in the City under the direction of the City's selected service package.
  - c. Phase 3-Training Analysis. Rehab Warriors shall monitor the progress against milestones, assess for continuous improvement purposes, and adjust plans to make course corrections and to address new workforce training issues.

**Section 5. Legal Effect of MOI.** The City and Company understand and agree that this MOI constitutes only an expression of intent and shall have no legal or binding effect on the parties. Neither party may rely on this MOI as creating any legal obligation of any kind.

**Section 6. Term.** The term of this MOI will commence on the execution date hereof and shall terminate on the earliest to occur of: (a) thirty days following written notice by any party hereto; (b) the completion of the Project; or (c) after one year if no additional agreements are executed.

**Section 7. Relationship of Parties.** The parties shall not be deemed in a relationship of partners or joint ventures by virtue of this MOI, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the other to any agreement. This MOI is not assignable or transferable by either party without the other party's written consent.

**Section 8. Amendments.** The parties reserve the right to amend this MOI. Any amendment of this MOI must be in writing and signed by all parties.

**Section 9. Texas Law.** This MOI shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Executed and effective this \_\_\_\_ day of \_\_\_\_\_ 2023.

## **CITY OF KILLEEN**

BY: \_\_\_\_\_  
City Manager  
Kent Cagle

## **REHAB WARRIORS, PBC**

BY: \_\_\_\_\_  
Rehab Warriors, CEO  
Andy Williams